

# **EAST GIPPSLAND SHIRE COUNCIL**

*(Lessor)*

- and -

**<TENANT>**

*(Tenant)*

## **DEED OF LEASE**

Premises: Part of the land located at  
55 Palmers Road Lakes Entrance



**THIS LEASE** is made the day month and year set out in item 1 of Schedule 1 hereto.

**BETWEEN:**

**EAST GIPPSLAND SHIRE COUNCIL** of 273 Main Street, Bairnsdale in the State of Victoria as Lessor (hereinafter called the "Council") of the first part

**- AND -**

<<**LESSEE'S NAME**>> of <<Address>> in the State of Victoria as Tenant (hereinafter called the "Tenant") of the second part

**WHEREAS** The Council hereby grants to the Tenant a Lease of the Land described in item 4 of Schedule 1 hereto together with the Tenant's fixtures, fittings plant and equipment set out in item 13 of Schedule 1 at the Rent set out in item 9 of Schedule 1 for the Term set out in item 6 of Schedule 1.

## **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Lease, unless the context of circumstances indicate otherwise:

"**Act**" means the Retail Leases Act 2003.

"**Commencement Date**" means the date set out in item 5 of Schedule 1 hereto.

"**Common Property**" means all those parts of the land of which the Premises forms part not demised to any Tenant or intended to be demised to any Tenant of each of the demised Premises which form part of the Council's land and may be used by a Tenant their respective customers employees invitees and licensees in common with each other.

"**Council**" means the East Gippsland Shire Council and includes the authorised servants and agents of the Council.

"**Dangerous goods and hazardous substances**" includes gas, flammable liquid, explosive substances, pesticides, herbicides, fertilizers and other chemicals.

"**Guarantor**" means the person named in item 19 of Schedule 1 and includes that person's executors and administrators.

"**Land**" means the land described in the item 4 of Schedule 1 and where the context permits includes the Council's fixtures, fittings and plant and equipment, which are detailed in item 13 of Schedule 1.

"**Lease**" means this lease including any schedules and annexure hereto.

"**Premises**" means any buildings or structures which have been or are in the future erected by the Tenant on the Land.

"**Rent**" means the amount set out in item 9 of Schedule 1 free of all deductions or that amount as varied pursuant to the provisions of this Lease.

"**Services**" means all water gas electricity telephone and other utilities and services installed on the Premises and includes all air- conditioning heating cooling and ventilation equipment and other mechanical services installed on the Premises.

"**Tenant**" means the person named in item 3 of Schedule 1 and his executors administrators and permitted assigns or in the case of a corporation its successors and permitted assigns and where not repugnant to the context the servants and duly authorised agents of the Tenant.

**"Tenants fixtures and fittings"** means the fixtures and fittings set out in item 14 Schedule 1 and any other fixtures and fittings, which may be brought onto or installed in the Premises by the Tenant.

**"Term"** means the term set out in item 6 of Schedule 1.

- 1.2 All covenants and agreement by the Council or the Tenant if consisting of more than one person or company shall be deemed to mean include such person or companies both jointly and severally and the use of one gender includes other genders.
- 1.3 No amendment to this Lease shall be of any effect unless the same be in writing and executed by both parties to the Lease.
- 1.4 Any reference either generally or specifically to any act of parliament shall include any statutory modification or amendment to or re-enactment of such act for the time being in force any reference to any provision so modified amended or re-enacted and any such reference shall also include any rules local laws regulations and orders made pursuant to any such act.
- 1.5 The covenants and conditions and all parts thereof contained in the Lease shall be so construed as not to infringe the provisions of any act or law but if any such covenant or condition on its true interpretation does infringe any such provision covenant or condition it shall be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation of a partial character **AND** in the event that the infringing covenant or condition cannot so be read down that covenant or condition shall be deemed to be void and severable.

## **2. TENANT'S COVENANTS**

- 2.1 The Tenant shall:
  - 2.1.1 pay the Rent free of all deductions to the Council as the Council directs on the days and in the manner specified in Item 10 of Schedule 1;
  - 2.1.2 pay when due or within seven (7) days of request to do so reimburse the Council for all outgoings specified in item 15 of Schedule 1 and produce receipts for any payments. Land tax (if payable) shall be calculated on a single holding basis as if the Council was not an absentee within the meaning of the Land Tax Act 1958;
  - 2.1.3 pay when due all charges for the supply of any service to the Land including rates, garbage charges, gas, electricity, sewerage, water and telephone;
  - 2.1.4 comply with the Council's reasonable operational requirements for any services provided by the Council;
  - 2.1.5 within seven (7) days of request to do so reimburse all premiums for insurances effected by the Council against the following risks;
    - (a) damage to or destruction of the Land to the full replacement value caused by fire, flood, lightning storm and tempest explosion, fusion riots and civil commotion strikes and malicious damage, earthquake, impact by vehicles, aircraft and articles dropped there from internal water and flood and such other risks;
    - (b) removal of debris;
    - (c) public risk for the sum specified in item 16 of Schedule 1.

For the avoidance of doubt, Council shall not be responsible for insuring the Premises.

- 2.1.6 pay when due all costs for the removal of sewerage and waste;
  - 2.1.7 if necessary at the beginning and end of the terms the Tenant's liability to pay any of the above items shall be apportioned;
  - 2.1.8 pay on demand interest on any rent or other moneys payable by the Tenant, which remain unpaid for seven days after the due date for payment at the rate, specified in item 18 of Schedule 1 such interest to be computed from the due date for payment and to accrue on a daily basis until paid;
  - 2.1.9 pay the Council's reasonable expenses of:
    - (a) the preparation execution of this Lease, unless the Act applies in which case each party must bear its own expenses;
    - (b) the variation (where such variation occurs at the request, or for the benefit of, the Tenant) assignment surrender or termination of this Lease other than by the expiry date;
    - (c) any default by the Tenant in observing the provisions of this Lease;
    - (d) the subletting of the Premises;
    - (e) the exercise or attempted lawful exercise of any right or remedy of the Council against the Tenant.
- 2.2 The Tenant shall not:
- 2.2.1 use or allow the use of the Land except for the permitted use stated in item 12 of Schedule 1;
  - 2.2.2 use or allow the use of the Land for any illegal or immoral purpose;
  - 2.2.3 unless it be a permitted use carry on or allow to be carried on the Land any noxious or offensive act or occupation;
  - 2.2.4 do or allow anything, which may cause nuisance damage or disturbance to tenants occupiers or owners of adjacent Land;
  - 2.2.5 unless it be a permitted use hold or allow any auction or public meeting on the Land;
  - 2.2.6 use or allow the use of any radio, television or other sound producing equipment at a volume that can be heard outside the Land;
  - 2.2.7 use or allow the use of the Land in breach of any legislation;
  - 2.2.8 do or allow anything, which may result in any insurance of the Land becoming void or voidable or any claim being declined or any premium being increased;
  - 2.2.9 keep or use chemicals flammable liquids or other hazardous materials on the Land except as may be necessary for the permitted use of the Land or create any fire hazard;
  - 2.2.10 erect, paint, display, affix or exhibit on the Land so as to be visible outside the parameter any signs, lights, names, designs, advertisements or notices without the Council's prior consent;
  - 2.2.11 make any alteration or addition to the Land except and in accordance with the Council's consent, which may be given or withheld at the Council's discretion;
  - 2.2.12 install without the Council's consent any fixtures or fittings except those reasonably required for the permitted use;
  - 2.2.13 without the Council's consent bring onto the Land any item, which by its nature or weight may cause damage to the Land;

2.2.14 except in an emergency interfere with any of the services or equipment on the Land or in any property of which the Land form a part.

2.2.15 permit or allow any person to smoke within indoor areas on the Land.

### **3. MAINTENANCE AND REPAIRS**

3.1 The Tenant shall keep the Land in the same condition as at the commencement date, fair wear and tear excepted, and properly maintained and shall comply with the requirements of any act or notice affecting the Land including but not limited to the Public Health and Wellbeing Act 2008, where the requirements of such act or the issuing of such notice relates to the Permitted Use, save that the Tenant shall not be obliged:

3.1.1 to repair damage caused by risks against which the Council has insured unless the insurance has been invalidated by the acts or omissions of the Tenant or the Tenant's employees, agents or contractors.

For the avoidance of doubt, the Council shall have no obligation whatsoever in relation to the repair maintenance or replacement of the Premises.

3.2 Without limiting the Tenant's obligations under Clause 3.1 and item 21 of Schedule 1 the Tenant shall:

3.2.1 keep the Land and the Common Property free of rubbish and keep all waste in proper receptacles and arrange for its regular removal;

3.2.2 promptly give notice in writing to the Council of any damage to or defect in the Land or any of its services and of the service by any authority of any notice or order affecting the Land;

3.2.3 promptly give written notice to the Council of any hazards affecting the Land or giving rise to any potential liability under the Wrongs Act 1958 after the Tenant becomes aware of them;

3.2.4 immediately make good any damage caused to adjoining premises or land by acts or omissions of the Tenants or the Tenant's employees agents, licensees, contractors or invitees or other claiming through or under the Tenant;

3.2.5 permit the Council and its workmen if necessary to enter the Land during normal business hours upon reasonable notice and in cases of emergency at any time to:

(a) inspect the Land;

(b) to carry out any repair or alteration; or

(c) to comply with any notice or order of any competent authority.

3.2.6 carry out repairs to the Land within fourteen (14) days after being served with a written notice of any defect or lack of repair for which the Tenant is responsible. If the Tenant fails to comply with the notice the Council may carry out the repairs at the Tenant's cost;

3.2.7 take all precautions required by law against fire;

3.2.8 comply with the reasonable requirements of the Council or its insurer and with the recommendations of the Insurance Council of Australia concerning prevention of fire;

3.2.9 upon vacating the Land remove the Tenant's signs or advertisements and make good any damage caused by removal;

3.2.10 take reasonable precautions to secure the Land and any contents from theft keep all openings fastened when the Land is not in use and comply with the Council's directions for the use and return of keys;

- 3.2.11 maintain with a reputable insurer in the joint names of the parties the following insurances:
- (a) a public risk policy for the Land and Premises for any single accident or event for the amount specified in item 16 of Schedule 1 and the policy shall indemnify the Council and the Tenant against claims arising from the use by the Tenant its invitees agents contractors or licensees of the Land or the building;
- AND** promptly provide the Council with copies of all policies effected by the Tenant and once in every year during the Term provide the Council with certificates of currency of those policies;
- 3.2.12 reimburse the Council for any extra insurance premiums resulting from the Tenant's use of the Land;
- 3.2.13 keep and maintain the gardens and grounds of the Land and the Common Property in good order and condition; and
- 3.2.14 Contribute (if required) to any body corporate fee contribution or levy assessed on the basis of the proportionate lot liability of the Land.

#### **4. ASSIGNMENT AND SUBLETTING**

- 4.1 The Tenant shall not assign or sublet nor in any way dispose of any interest in the Land or any part thereof without the Council's prior written consent first obtained and the Council may withhold consent in its absolute discretion and the provisions of Section 144 of the Property Law Act 1958 are hereby expressly negated.
- 4.2 The Council and the Tenant and any proposed assignee of this Lease or sub lessee shall execute such documents to be prepared by the solicitor for the Council as are necessary for the purpose of effecting an assignment or subletting. Those documents shall contain a covenant by the proposed assignee or sub lessee and where the proposed assignee or sub lessee is a corporation by each director of that corporation to perform and observe the Tenants' obligations under this Lease.
- 4.3 The Tenant shall pay the fees costs and charges reasonably incurred by the Council in connection with any proposed or actual assignment or subletting.

#### **5. GENERAL AGREEMENTS BETWEEN COUNCIL AND THE TENANT**

- 5.1 Upon the expiration of this Lease the Tenant shall return possession of the Land to the Council in a state of cleanliness and repair that complies with the Tenant's covenants, fair wear and tear excepted, and shall remove the Premises and any Tenant's fixtures and fittings from the Land and make good all damage caused by such removal. Any of the Tenant's property which remains on the Land shall at the option of the Council be deemed to have been abandoned by the Tenant and shall become the Council's property.
- 5.2 The Tenant indemnifies the Council against any action or demand resulting from any act or omission by the Tenant or any employee agent contractor or sub tenant or invitee of the Tenant in using the Premises.
- 5.3 Unless the whole of the Retail Leases Act 2003 applies to this Lease the Tenant shall:
- 5.3.1 occupy and use the Land at its own risk; and
  - 5.3.2 indemnify the Council from any action or demand resulting from any accident damage or injury occurring on the Land except to the extent that Council or any officer, employee or agent of Council is negligent.

## **6. COUNCIL'S COVENANTS**

The Council covenants that if the Tenant performs and observes the Tenant's obligations under this lease the Tenant may occupy and use the Land during the Term without any interruption by the Council or any person lawfully claiming through the Council.

## **7. COUNCIL'S RIGHTS ON DEFAULT BY THE TENANT**

7.1 The Council may re-enter the Land and put an end to this Lease if:

7.1.1 the Rent is not paid for fourteen days after the date on which it falls due whether or not formal demand for payment has been made;

7.1.2 the Tenant breaches or fails to perform or observe any of the Tenant's material obligations under this Lease and fails to rectify such breach within fourteen (14) days of receipt of a written notice from Council; or

7.1.3 the Tenant:-

- (a) becomes bankrupt; or
- (b) makes an assignment for the benefit of its creditors; or
- (c) enters into a composition or arrangement with its creditors; or
- (d) is unable to pay its debts when they fall due; or

7.1.4 the Tenant is a corporation and:-

- (a) an order is made or a resolution is passed for its winding up (except for the purposes of reconstruction or amalgamation);
- (b) it goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or is unable to pay its debts within the meaning of the Corporations Act 1990;
- (c) it is placed under official management or a receiver or manager of any of its assets is appointed or an inspector is appointed under the provisions of the Corporations Act 1990; or
- (d) without the prior written consent of the Council a change occurs in its membership or the membership of its holding company, the beneficial ownership of any shares in its issued capital or the issued capital of its holding company or the beneficial ownership of its business or assets resulting in the effective control of the Tenant being with a person who at the commencement of this Lease did not have that control. This paragraph shall not apply if the Tenant is a public company listed on any recognised Australian stock exchange or a subsidiary of such a company.

7.1.5 execution is levied against the Tenant and is not satisfied within thirty days;

7.1.6 without the Council's prior written consent the business conducted on the Land is discontinued or the Land is left unoccupied for a period of thirty days.

7.2 Upon re-entry this Lease shall be at an end without affecting any right which the Council may have to recover moneys owing under this Lease or to recover damages.

7.3 For the purposes of Section 146(1) of the Property Law Act 1958 fourteen days are fixed as the period in which the Tenant may remedy any breach if it is

capable of remedy and make reasonable compensation in money to the Council.

- 7.4 Failure by the Tenant to perform and observe any of the Tenant's obligations under clauses 2.1.1, 2.1.2, 2.1.6, 2.2.2, 3.1, 3.2.16, 4.1 and any additional provisions set out in item 21 of Schedule 1 is a breach of an essential term of this Lease.

## **8. DESTRUCTION OR DAMAGE**

- 8.1 If any part of Land is destroyed or damaged by any cause not resulting from any act or neglect of the Tenant or the Tenant's servants or agents and as a result is unfit for the permitted use and the payment of any insurance moneys is not lawfully refused as a result of any act of the Tenant or the Tenant's employees or agents then:
- 8.1.1 the rent or a fair proportion of the rent according to the nature and the extent of the damage shall be suspended until the Land is again fit for the permitted use;
- 8.1.2 if the Land is totally or substantially destroyed or damaged and reinstatement does not commence within three months, or is not completed within six months, the Council or the Tenant may end this Lease by giving the other written notice; and
- 8.1.3 the Council shall not be obliged to reinstate the Land.
- 8.2 If a dispute arises under this clause either party may ask the president of the Real Estate Institute of Victoria to nominate a practising member of that Institute to determine the dispute as an expert. The parties shall be bound by the determination and shall bear the costs of the determination equally.

## **9. CONSENTS AND WARRANTIES**

- 9.1 Where the act of the Tenant requires the Council's consent the Council shall not (except where this Lease otherwise expressly provides) unreasonably withhold consent but the Council may require the Tenant to comply with reasonable terms and conditions before giving consent. The Tenant shall on demand reimburse the Council for any expenses including fees paid to consultants reasonably incurred by the Council in relation to any application by the Tenant for the Council's consent.
- 9.2 Except as set out in attached disclosure statement (if any) this Lease contains the whole agreement of the parties and no obligation or liability shall arise by reason of any promise representation warranty or undertaking allegedly given or made by either party to the other.

## **10. OVERHOLDING AND ABANDONMENT OF LAND**

- 10.1 If the Tenant remains in possession of the Land with the Council's consent after the end of the Term.
- 10.1.1 the Tenant shall be a monthly tenant subject to the conditions of this Lease so far as applicable;
- 10.1.2 either party may at any time end the Lease by giving one month's written notice to the other; and



10.1.3 the weekly rental shall be:

- (a) one part of fifty two parts of the annual rental payable by the Tenant immediately before the end of the term; or
- (b) a higher rental of which the Council has given to the Tenant one month's written notice.

10.2 If the Tenant leaves the Land during the term whether or not the Tenant ceases to pay rent:

10.2.1 acceptance of the keys or entry to the Land by the Council to inspect them or show them to prospective Tenants or purchasers will not of itself constitute re-entry or waiver of the right to recover rent and other moneys payable under this Lease;

10.2.2 unless the Council expressly accepts a repudiation or surrender of this Lease or gives notice of forfeiture or re-entry this Lease shall continue until a new Tenant commences to occupy the Land.

## **11. RENT REVIEWS**

11.1 The Rent shall be reviewed at the times (if any) specified in item 11 of Schedule 1 as follows:

11.1.1 the Council may initiate the Rent the Council proposes for the ensuing period. If the Tenant agrees with the Rent proposed it shall be the Rent for the ensuing period;

11.1.2 if within fourteen days of receiving the written notice the Council and the Tenant do not agree upon the Rent it shall be determined by a valuer registered under the Valuation of Land Act 1960 who is a practising member of the Australian Property Institute (API) appointed by the parties or if they are unable to agree on the appointment within seven days appointed by the president of the API at the request of the Council;

11.1.3 in determining the current market rent of the Land the valuer shall:

- (a) consider any written submission made by the parties within twenty-one days of them being informed of his appointment;
- (b) determine the Rent as an expert;
- (c) assume that the Land is available for leasing with a sitting Tenant for a term equal to the term of this Lease and with any options for renewal;
- (d) take into account the terms and conditions and permitted use set out this Lease;
- (e) assume that the Tenant's covenants have been fully performed;
- (f) ignore any Premises fixtures and fittings which the Tenant has the right to remove from the Property and improvements voluntarily made by the Tenant;
- (g) ignore the goodwill of the Tenant's business;
- (h) have regard to the current market rentals for comparable land in the locality.

11.2 Unless this is a lease to which the whole of the Retail Leases Act 2003 applies the valuer shall determine a rent at least equal to the Rent being paid immediately prior to the review.

11.3 The valuer shall make and inform the parties of his determination of the Rent as soon as possible after the twenty-one day period for making submissions. If the valuer fails to determine the Rent within forty-two days of the parties being

informed of his appointment or resigns or becomes incapacitated then a similarly qualified valuer may be appointed in his place in the manner set out in this clause.

- 11.4 The valuer's determination shall be final and shall bind the parties.
- 11.5 The Council and the Tenant shall bear equally the valuer's fee for making the rent determination. If either party pays more than one half of the fee that party may recover the excess from the other party.
- 11.6 Until the valuer's determination has been made the Tenant shall continue to pay the Rent current immediately before the review. Within seven days of being informed in writing of the reviewed rent the parties shall make the necessary adjustments.
- 11.7 The Council's delay in reviewing the Rent at any of the times specified in item 11 of Schedule 1 shall not prevent the Council from reviewing the Rent as at that time or those times at any later time during the Term.

## **12. FURTHER TERMS**

- 12.1 The Council will grant a new Lease of the Land for the next of the further term(s) (if any) set out in item 7 of Schedule 1 if the Tenant gives the Council a written request for renewal not more than six months or less than three months before this Lease expires. The date until which any option is exercisable is set out in item 8 of Schedule 1.
- 12.2 The Council will not be obliged to grant a new Lease if:
  - 12.2.1 there is at the time of such request an existing breach or non-observance of any of any of the covenants and agreements on the part of the Tenant to be observed and performed; or
  - 12.2.2 there is any unremedied default of which the Council has given the Tenant written notice; or
  - 12.2.3 the Tenant has persistently defaulted under this Lease throughout its term.
- 12.3 The new lease shall:
  - 12.3.1 commence on the date after this Lease expires or on such later date as the parties may agree;
  - 12.3.2 be at a rental agreed by the parties or if they do not agree be determined in the manner set out in Clause 11; and
  - 12.3.3 be on the terms and conditions contained in this Lease including any provisions for the review of rental but not including any provisions for renewal in the case of the last of the further terms.
- 12.4 If the Tenant is a corporation, it must obtain guarantees of its obligations under the renewed lease from its directors in the form of clause 16.

## **13. SECURITY DEPOSIT**

- 13.1 The Tenant shall pay to the Council a security deposit of the amount specified in item 20 of Schedule 1 (if any) and shall maintain the deposit at that amount.
- 13.2 The Council may use the deposit to make good any loss caused by the Tenant's default in performing the Tenant's obligations under this Lease.
- 13.3 When this Lease has expired and the Tenant has left the Land the Council shall refund within fourteen days that part of the deposit not needed to make good any loss.

#### **14. NOTICES**

Any notice to be given to a party to this Lease shall be sent by post to the address of that party as appearing in this Lease or to such other address as may be notified by one party to the other in writing and the address of the parties appearing in this Lease or in any such notice shall for all purposes be deemed to be the last known address of that party AND any notice sent by post shall be deemed to have been received seventy two hours after the time and date of the posting.

#### **15. ADDITIONAL PROVISIONS**

The additional provisions (if any) referred to in Schedule 1 shall bind the parties.

#### **16. GUARANTOR'S OBLIGATIONS**

16.1 In consideration of the Council at the request of the Guarantor executing this Lease the Guarantor:

16.1.1 covenants with the Council for the performance and observance of the Tenant's obligations under this Lease or any renewal of it arising from any overholding of the Land and for payment to the Council of any loss of profits recoverable against the Tenant after termination of this Lease or any renewal of it;

16.1.2 shall indemnify the Council against loss arising from any Tenant's failure to perform and observe the Tenant's obligations under this Lease.

16.2 The liability of a Guarantor shall not be affected by:

16.2.1 the Council granting time or any other indulgence to or agreeing not to sue the Tenant or any Guarantor;

16.2.2 any assignment or variation of this Lease or;

16.2.3 any failure by any Guarantor to execute this document.

16.3 If the Guarantor consists of more than one person then the covenants by the Guarantor shall bind them jointly and severally.

#### **17. PAYMENT OF GOODS & SERVICES TAX (GST)**

17.1 Where any supply under this agreement is or becomes subject to a GST, an amount equal to the GST paid or payable in respect of the supply shall be added to the amount of consideration paid or payable for that supply under this agreement.

17.2 The provisions contained in clause 17.1 apply notwithstanding any other clause of this agreement whatsoever.

17.3 Each party agrees to do all things, including providing invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this agreement.

17.4 In this clause:

(a) the expression "GST" means any tax in the nature of a tax on the supply of goods, real property services, or other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate at any time during the term of this agreement, other than interest, fine, penalty, fee or other payment imposed on or in respect of the above;

(b) the expression "supply" means any form whatsoever, and includes supply within the meaning of any Commonwealth, State or Territory legislation imposing, or relating to the imposition of a GST.

**IN WITNESS WHEREOF** the parties have executed these present the day month and year set out in item 1 of Schedule 1 hereto.

**<value over \$50,000.00 for total term>**

The COMMON SEAL of EAST GIPPSLAND )  
SHIRE COUNCIL was affixed on the )  
..... day of ..... 20<insert year> )  
in the presence of: )  
)

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Witness

*Print Name:*

**<value over \$10,000.00 and less than \$50,000.00 for total term>**

SIGNED UNDER DELEGATED AUTHORITY of )  
EAST GIPPSLAND SHIRE COUNCIL )  
on the.....day of.....20<insert year> )  
in the presence of: )

\_\_\_\_\_  
General Manager Business Excellence

\_\_\_\_\_  
Witness

*Print Name:*

The COMMON SEAL of <insert company name> )  
was hereunto affixed on the )  
..... day of ..... 20<insert year> )  
in the presence of: )  
)

\_\_\_\_\_  
Director

*Print name:*

\_\_\_\_\_  
Secretary

*Print name:*

---

Witness

*Print Name:*

**<<OR – Delete the above or below which ever is applicable>>**

Executed by <insert name> )  
on the..... day of ..... 20 )  
in the presence of: )  
)

---

Director  
*Print name:*

---

Secretary  
*Print name:*

---

Witness  
*Print Name:*

Executed by <insert name> )  
on the.....day of.....20<insert year>)  
in the presence of: )

---

<insert name>

---

Witness  
*Print Name:*

## SCHEDULE 1

<b>1</b>	<b>Date of the Lease</b>	The                      day of                                      20<insert date>
<b>2</b>	<b>Council</b>	EAST GIPPSLAND SHIRE COUNCIL of 273 Main Street, Bairnsdale in the State of Victoria
<b>3</b>	<b>Tenant</b>	<INSERT TENANT NAME> of <insert address> in the State of Victoria
<b>4</b>	<b>Premises</b>	The land and premises being part of 55 Palmers Road Lakes Entrance being approximately 11 hectares or thereabouts and being the land more particularly described as Lot 1 on PS420976 Volume 09515 Folio 475 and Lot 3 on PS142167 Volume 6950 Folio 595 and shown coloured blue on the attached plan.
<b>5</b>	<b>Commencement Date</b>	<insert date>
<b>6</b>	<b>Term</b>	Three Years
<b>7</b>	<b>Further term(s)</b>	One further term of three years
<b>8</b>	<b>Last date for the Exercise of Option</b>	<insert date for exercise of option term>
<b>9</b>	<b>Rent</b>	<insert rent amount> per annum including GST determined by the Expression of Interest.
<b>10</b>	<b>Rent Payable</b>	Annually in advance includes GST
<b>11</b>	<b>Rent Review</b>	<p>CPI review – annually on the anniversary of the commencement date in accordance with CPI (All Groups Melbourne) indices.</p> <p>Market review – on the third anniversary of the commencement date and then every three years thereafter throughout the term of the lease and any subsequent option terms.</p>
<b>12</b>	<b>Permitted Use</b>	Grazing of livestock
<b>13</b>	<b>Council’s fixtures and fittings</b>	Nil
<b>14</b>	<b>Tenant’s fixtures and fittings</b>	All premises buildings and improvements within the leased area
<b>15</b>	<b>Outgoings</b>	All outgoings specified in Clause 2.1.
<b>16</b>	<b>Public Risk Insurance</b>	To take out and keep current during the period of the lease a public liability insurance policy for an amount not less than \$10 million dollars. The policy shall cover such risks and be subject only to such conditions and exclusions as

are approved by the Council and shall extend to cover the Council in respect to claims for personal injury or property damage arising out of the negligence of the Tenant.

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|-----------|---|--|
| <b>17</b> | <b>Loss of Rent Insurance</b>                   | Not applicable   |
| <b>18</b> | <b>Interest Rate</b>                            | Not applicable   |
| <b>19</b> | <b>Guarantors</b>                               | Not applicable   |
| <b>20</b> | <b>Security Deposit</b>                         | Not applicable   |
| <b>21</b> | <b>Additional provisions as annexed</b>         | Either party shall be entitled to terminate this agreement at any time during the lease term or further term upon giving three (3) months written notice to the other party of its intention to vacate the premises.   |
| <b>22</b> | <b>Dangerous Goods and Hazardous Substances</b> | The Tenant is reminded of its obligations under clause 2.2.9 and must comply with the Dangerous Goods (Storage and Handling) Regulations and any similar legislation or requirements relating to the storage and reporting of flammable liquids or hazardous substances. |



## **ADDITIONAL PROVISIONS**

1. Cultivation or cropping on the Premises during the term of the agreement is not permitted at any time.
2. The Tenant must ensure that all stock are identifiable by brand, earmark or ear tag.
3. The Tenant must remove any dead stock from the Premises within 24 hours of being notified or discovery.
4. The Tenant must take immediate action to return any escaped stock to the Premises.
5. The Tenant must ensure that water is available to stock at all times.
6. The Tenant must maintain all internal and external fences on the Premises to ensure that Stock do not escape onto adjoining roads or property.
7. If condition 6 above is not complied with a call out fee will apply per incident as set by the East Gippsland Shire Council's annual budget.
8. The Tenant must not carry or discharge firearms on the Premises without all the necessary licences and authorisations required by law.

# PLAN

