

# **RESIDENTIAL PARK SITE AGREEMENT**

## **Fixed Term - 20 Years**

**For tenancy advice contact Consumer and Business Services on 131 882**

THIS AGREEMENT is made between:

the PARK OWNER(S) (meaning the owner or operator of the residential park)

**Pandora Lifestyle Villages Pty Ltd (owner)**

(insert full name/s) (if a company use company name not trading name)

of

**“Hillier Park” 36 Hillier Rd, Hillier SA 5116**

(insert address of park owner/s)

and the RESIDENT(S)

.....  
(insert full name/s)

whose place/s of occupation is/are .....

THE PARK OWNER AGREES TO LET to the RESIDENT WHO AGREES TO RENT the

Rented property (site) situated at ...      The Palms Residential Park, 61 Supple Rd  
WATERLOO CORNER SA 5110

FROM:

(insert commencement date)

TO: .

(insert expiration date)

This Site Agreement continues for 20 years from date of commencement of the Agreement subject to required Site and/or Home improvements as listed in **Clause 23 Work Order** being satisfactorily met.

The PARK OWNER will grant a further period of 20 years if requested by the RESIDENT in writing 90 days prior to the termination of the initial term, provided that all conditions of residency (Park Rules and Site Regulations) are currently met and all home and site maintenance is in good repair and condition to the reasonable satisfaction of the PARK OWNER.

Terms used in this AGREEMENT that are defined in the *Residential Parks Act 2007* have the meaning ascribed to them in that Act.

# CONDITIONS

## 1. Application of the Act and Regulations

The PARK OWNER and the RESIDENT are legally bound to comply with the provisions of the *Residential Parks Act 2007* ("the Act") and the associated Regulations (if any). An agreement or arrangement that is inconsistent with this Act or purports to exclude, modify or restrict the operation of the Act, is (unless the inconsistency, exclusion, modification or restriction is expressly permitted under the Act) to that extent void.

## 2. Payment of rent

The RESIDENT will pay rent for the rented property (called "site") at the rate of \$ \_\_\_\_\_ per fortnight; rate effective up until first rental period commencing on or after Jan 1<sup>st</sup> ....

When the resident pays rent via direct debit, on a date nominated by the Park owner, a once-only rent payment for the interim period between the end of the first rental fortnight and the date of the next direct debit payment will be paid as follows; Start date..... End date..... Amount.....

Payment of rent will be made on the **First Thursday** of each Fortnight  
(day rent due)

at **.Hillier Park Office** by **Direct Debit**  
(place of payment) (method of payment)

On and as from July 1st each year that this Agreement continues, the fee payable under clause 2 will be increased;

- 2.1 By CPI (National Weighted Average) or
- 2.2 or 3.5%

Whichever is greater.

- 2.3 The fee will also be increased (at the discretion of the PARK OWNER, acting reasonably) by an amount necessary to cover any increase in excess of the greater of the increase in 2.1 or 2.2, in rates, taxes, utility charges, increase in GST or other change in law or arising from any other government requirement imposed upon Hillier Park and in accordance with current legislative requirements.

## 3. Maintenance of site and common property

### Cleanliness

The PARK OWNER must:

- (a) ensure the site is in a reasonable state of cleanliness when the RESIDENT enters into occupation of the rented property;
- (b) keep the common area and any garden or other area in the residential park in a reasonable state of cleanliness; and
- (c) arrange for the regular collection of residents' garbage and garbage in the residential park.

### Repair

The PARK OWNER must:

- (a) ensure that the site and the common area are in a reasonable state of repair when the RESIDENT enters into occupation of the site having regard to their age, character and prospective life; and
- (b) abide by all legal requirements affecting the site and the common area; and
- (c) if requested to carry out repairs to common area bathroom, toilet or laundry facilities, minimise inconvenience or disruption to the RESIDENT and, if necessary, provide temporary substitute facilities.

## 4. Maintenance of site & dwelling- resident

The RESIDENT must keep the site in a reasonable state of cleanliness and must notify the PARK OWNER of damage to the site and damage to any common area caused by the RESIDENT or a person permitted on the site or the residential park by the RESIDENT. The RESIDENT must not intentionally or negligently cause or permit damage to the Site or common area of the residential park. At the end of this agreement the RESIDENT must give the site back to the PARK OWNER in reasonable condition and a reasonable state of cleanliness.

RESIDENT is responsible at own cost to maintain the dwelling and any other structures, sheds or improvements and any landscaping on the site in good repair, condition and appearance at all times.

#### **5. Use of rented property**

(a) The RESIDENT must not use or permit the site or common area of the residential park to be used for an illegal purpose or cause or permit a nuisance. The RESIDENT must not cause or permit any interference with the reasonable peace, comfort or privacy of another resident's use of site or with the use or enjoyment by another resident of the common area or with the reasonable peace, comfort or privacy of a person residing in the immediate vicinity of the residential park.

(b) Site is only to be used for residential purposes and the RESIDENT must not carry on any business activity on the site without the prior written consent of the PARK OWNER, which consent may be withheld at the absolute discretion of the PARK OWNER.

#### **6. Handing over vacant possession without legal impediment**

At the commencement of this agreement the PARK OWNER must hand over vacant possession of the site to the RESIDENT. When handing over vacant possession the PARK OWNER agrees that there is no legal impediment (either known or that should reasonably be known) that would prevent the RESIDENT from using the site as a place of residence for the period of operation of this agreement.

#### **7. Resident's right to peace comfort and privacy**

The RESIDENT is entitled to quiet enjoyment of the site and the PARK OWNER must not cause or allow any interference with the reasonable peace, comfort or privacy of the RESIDENT in the RESIDENT'S use of the rental property or with the reasonable use or enjoyment by the RESIDENT of the common area of the residential park. The PARK OWNER must take reasonable steps to prevent other residents of the residential park from causing or permitting any interference with the reasonable peace, comfort or privacy of the RESIDENT in the RESIDENT'S use or enjoyment of the site and with the reasonable use or enjoyment by the RESIDENT of the common area of the residential park.

#### **8. Park Owner's right of entry**

The PARK OWNER may enter the site in the following circumstance:

- (a) the entry is made in order to avert danger to life or valuable property;
- (b) where the RESIDENT is required to pay charges for water, electricity or gas consumption at the rented property, for the purpose of reading the relevant meter;
- (c) at a reasonable time and on a reasonable number of occasions for the purpose of ensuring compliance by the PARK OWNER with statutory requirements relating to separation distances between structures on neighbouring sites and removal of hazardous material;
- (d) at a reasonable time and on a reasonable number of occasions for the purpose of lawn or grounds maintenance where the RESIDENT agreed to such an arrangement when the RESIDENT entered into this Agreement.
- (e) with the consent of the RESIDENT given at, or immediately before the time of entry;
- (f) the entry is made in accordance with the regulations.
- (g) If the RESIDENT commits a breach of a material term of this agreement, the PARK OWNER may give the RESIDENT written notice of such breach requiring the breach to be rectified within a specified period. In the event that such notice is not complied with, or in the case of termination by the PARK OWNER pursuant to clause 17 hereof, the PARK OWNER shall have the right to enter the site without notice.

When the PARK OWNER exercises a right of entry the PARK OWNER must not:

- (a) act in an unreasonably intrusive manner;
- (b) enter any part of the site not required for the purpose for which the PARK OWNER is exercising the right of entry; or
- (c) remain on the site longer than necessary for the purpose for which the entry is being exercised.

#### **9. Access to residential park**

(1) The PARK OWNER must provide to the RESIDENT:

- (a) twenty four (24) hour vehicular access to the rented property; and
- (b) twenty four (24) hour access to the residential park and common area bathroom and toilet facilities;
- (c) access during all reasonable hours to any other common area facilities.

(2) If the PARK OWNER has installed a lock or other security device to restrict entry to the residential park or part of the residential park to which the RESIDENT may have access and the lock or other security device is in place at the commencement of the agreement the PARK OWNER must give a copy of the key or any other opening device or information required to open the security device to the RESIDENT at or before the commencement of this agreement. If a security device is installed or changed during the term of this agreement the PARK OWNER must give a copy of the key or any other opening device or information required to open the security device to the RESIDENT before the security device is locked or activated. The RESIDENT should ensure that any keys or devices that have been provided to them by the PARK OWNER are returned to the PARK OWNER at the end of the agreement.

(3) The PARK OWNER must maintain the security device in working order.

#### **10. Park rules**

The PARK OWNER may make rules about the use, enjoyment, control and management of the residential park and the rules will be taken to constitute terms of this agreement. The PARK OWNER must give a copy of any residential park rules to the RESIDENT at the time the PARK OWNER and the RESIDENT enter into this agreement. The PARK OWNER may make written amendments to the residential park rules. An amendment to the residential park rules will have no effect unless the PARK OWNER has given fourteen (14) clear days' written notice of the amendment to each resident. A rule that is inconsistent with the Act or purports to exclude, modify or restrict the operation of the Act is (unless the inconsistency, exclusion, modification or restrictions is expressly permitted under the Act) to that extent void.

#### **11. Alterations and additions**

The RESIDENT must not without the PARK OWNER'S written consent make an alteration or addition to the exterior of the dwelling installed or located on the site or add any structure to the rented property; see applicable current Site Regulations document. The PARK OWNER must not unreasonably withhold consent except where the proposed alteration or addition is not in keeping with the amenity of the site or the park rules & regulations and must not make a charge for giving consent greater than the PARK OWNER'S reasonable expenses.

#### **12. Charges for water, electricity and gas and other payments**

The PARK OWNER will bear all statutory charges imposed in respect of the rented property. If water, electricity or gas consumption at the site is separately metered or if bottled gas is supplied to the site the RESIDENT is to pay for the water, electricity or gas consumed. Current charges are available from the PARK office.

#### **13. Resident's liability**

The RESIDENT will be legally responsible for any act or omission of a person the RESIDENT invites onto the site or consents to being on the site that breaches this agreement or otherwise causes the park owner to incur a loss or suffer damage and in relation to any loss or damage suffered the RESIDENT irrevocably indemnifies the PARK OWNER for same.

#### **14. Assignment**

The RESIDENT must not without the written consent of the PARK OWNER assign the RESIDENT'S interest in this agreement. The PARK OWNER must not unreasonably withhold consent or charge for giving consent except for the PARK OWNER'S reasonable expenses in doing so.

The PARK OWNER may withhold consent to assign this Agreement and issue a new Agreement under our then current terms and conditions to any person(s) who purchases the house and wishes to reside on the Park provided that person(s) has met all other conditions of residency.

#### **15. Subletting**

The RESIDENT must not enter into a sub-tenancy agreement without the prior written consent of the PARK OWNER. Such consent may be withheld at the sole discretion of the PARK OWNER.

**16. Sale of dwelling**

The RESIDENT is entitled to sell the dwelling installed or located on the site and must not less than 14 days prior to displaying a "for sale" sign in or on the dwelling or the site inform the PARK OWNER of the RESIDENT'S intention to offer the dwelling for sale including if so required by the PARK OWNER details of any sign to be erected.

**17. Termination by park owner or resident**

This agreement may be terminated by either party in accordance with any ground of termination expressly permitted by the Act. Any and all rights of termination by the PARK OWNER and the RESIDENT contained in the Act are not affected by this agreement.

Further to any grounds of termination created by the Act, this agreement will terminate in the following circumstances:

17.1. Upon the death of the RESIDENT, or if there are more than one person constituting the RESIDENT then the last surviving of them, the agreement shall remain in place (and the legal personal representative of the RESIDENT bear the responsibilities of RESIDENT), until the dwelling is sold or relocated, after which the PARK OWNER may terminate the agreement;

17.2. Upon the abandonment of the site by the RESIDENT for a period not less than six (6) months, the PARK OWNER shall after undertaking reasonable attempts to contact the RESIDENT by all known contact addresses, be entitled to (but not required to) terminate the agreement;

17.3. Upon the PARK OWNER executing a later agreement for the occupation of the site the subject of this agreement, in circumstances where the RESIDENT has entered into an agreement for the sale of the dwelling on the site or the RESIDENT has otherwise requested the PARK OWNER execute such later agreement, this agreement shall automatically terminate;

17.4. The PARK OWNER and the RESIDENT may at any time agree in writing to vary or terminate this agreement on such terms as they shall agree, provided such terms are not inconsistent with the Act.

**18. Agreement continues if not terminated**

If this agreement has not terminated at or before the end of the term this agreement continues as an Agreement and a periodic tenancy with a tenancy period equivalent to the interval between the rental payment times under this agreement and with the terms of agreement in other respects the same as those applying under this agreement immediately before the end of the fixed term.

Note that there are additional grounds of termination by the PARK OWNER and the RESIDENT contained in the Act.

Note that both parties have a right to apply to the Residential Tenancies Tribunal for settlement of a dispute.

**ADDITIONAL CONDITIONS**

**19. Site re-instatement following Termination**

19.1 Upon termination of this Agreement for any reason (other than in circumstances where the resident has sold the resident's dwelling to a purchaser who with the approval of the park owner will leave the dwelling on the Site) the resident must, unless agreed otherwise pursuant to clause 17.4 hereof, at his or her own expense:

- 19.1.1 Remove the resident's dwelling and any other property of the resident from the Site; and
- 19.1.2 Make good any damage caused to the Site or the Park by such removal; and
- 19.1.3 Restore the Site to its original condition.

19.2 If this Agreement is to be terminated because the resident is giving notice of termination pursuant to Section 76 or 77 of the Act, the resident must at the time of giving such notice pay to the Park a bond of the highest amount permitted by section 27 of the Act to ensure compliance by the resident with his or her obligations and such bond shall be dealt with as required by the Act.

