



Stock Watering Place (SWP) LEASE AGREEMENT

for

SWPXX - XNameX

between

Western Local Land Services

and

Lessee:

XX

Dated: 01/07/2019

Expiry: 30/09/2023

STOCK WATERING PLACE LEASE AGREEMENT

This agreement is made on **XX Month Year** between Western Local Land Services (hereinafter called 'The Lessor') of the one part and **XXLesseeXX** of **XXAddressXX** (hereinafter called 'The Lessee') of the other part, which expression shall include the named Lessee and their Successors and Assigns, and any Licensees, and Trustees, Executors and Administrators.

Western Local Land Services has agreed to grant the lease for the Stock Watering Place based on the following:

Number:

Name:

Parish:

County:

Area (of about):

Duration:

Commencing:

Terminating:

Annual rent*:

*Annual rent will commence at the specified rate above (excluding GST) plus a \$200 annual administration fee and will be adjusted in line with the Consumer Price Index (CPI) at the end of each financial year. Rent will include GST and be payable yearly, in advance.

This agreement includes:

1. Terms and Conditions
2. Special conditions, Covenants and Restrictions
3. Schedule
4. Map

1. STOCK WATERING PLACE LEASE AGREEMENT - Terms & Conditions

Part 1. Interpretation

1.1. Definitions

In this Lease unless the contrary intention appears:

"Buildings and Improvements" means any buildings, structures, yards, drains, bores, bore drains, wells, ground tanks, dams, fences, ramps, roads, water pipes, and fixed plant and fixed equipment on the Land.

"Land" means the land described in **Item 3** of the Schedule and includes all Buildings and Improvements the property of the Lessor;

"Lease" means this Lease including any annexures and schedules to this Lease;

"Lessee" means the Lessee set out in **Item 2** of the Schedule, and successors and permitted assigns and, where the context permits, includes the agents, contractors and employees of the Lessee;

"Lessor" means the Lessor set out in **Item 1** of the Schedule;

"Outgoings" means rates, taxes, charges, and fees of any governmental, municipal, semi-governmental, statutory or other public authority, corporation or department, assessed, charged or imposed on the Land;

"Permitted Use" means the use referred to in **Item 8** of the Schedule;

"Stock Watering Place" means the stock watering place referred to in **Item 5**;

"Term" means the period referred to in **Item 4** of the Schedule.

"Native Title Holders" means persons, or group of persons, determined under any statute relating to native title as holding the common or group rights comprising the native title over the land or waters that form the whole or part of the Land under the Lease.

1.2. Covenants - joint and several

1.2.1. Any covenant or agreement on the part of two (2) or more persons binds them individually and collectively.

1.3. Statutes

1.3.1. Reference to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute referred to or incorporating any of its provisions.

1.4. Headings and underlinings

1.4.1. Headings, underlining's and the index have been inserted for guidance only and do not form any part of the text.

1.5. Saturdays, Sundays and public holidays

1.5.1. Where under or pursuant to this Lease the day on or by which any payment is to be made is a Saturday or a Sunday or a public holiday in New South Wales, such payment may be made on the next succeeding day which is not a Saturday, Sunday or public holiday.

1.6. Manner of requesting and providing approval

1.6.1. Where the Lessee requests the approval of the Lessor under the Lease, the request must be in writing and the approval:

1.6.1.1. must be given or withheld in writing;

1.6.1.2. may be given unconditionally or subject to reasonable conditions;

1.6.1.3. may not be refused unreasonably; and

1.6.1.4. may not be unreasonably withheld or delayed.

1.6.2. The Lessee may not do anything requiring the approval of the Lessor before notice of that approval has been received by the Lessee.

1.7. Bodies and associations

1.7.1. Reference to anybody (including, without a limitation, an institute, association or authority), whether or not it is a statutory body;

1.7.1.1. which ceases to exist; or

1.7.1.2. whose powers or functions are transferred to any other body,

refers to the body which replaces it or which substantially succeeds to its powers or functions.

1.8. Representations

1.8.1. This Lease contains the entire agreement as concluded between the parties notwithstanding any negotiations or discussions prior to its execution and notwithstanding anything contained in any brochure, report or other document and the Lessee acknowledges by the execution of the Lease that it has not been induced to enter into the same by any representation verbal or otherwise made by or on behalf of the Lessor but the Lessee has relied entirely on its own skill and judgment.

Part 2. Exclusion of Statutory Provisions

2.1. Conveyancing Act 1919

2.1.1. Sections 84, 84A and 85 of the *Conveyancing Act 1919* do not apply to this Lease.

2.1.2. To the extent permitted by law, and subject to **Clause 4.3.1**, the application to this Lease of any Moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of rent, or otherwise affecting the operation of the terms of this Lease to the detriment of the Lessor shall not apply to this Lease.

2.1.3. Any provision of this Lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach of for any reason is void, voidable, unenforceable or invalid shall in any such case be severable from this Lease and this Lease shall be read as though such provision did not form part of it at any time.

Part 3. Rent, Outgoings and GST

3.1. Rent

3.1.1. The Lessee must pay to the Lessor free of all deductions the rent specified and at the times and in the manner provided in **Item 6** of the Schedule.

3.2. Rent Review

3.2.1. The rent shall be reviewed on the first and each subsequent anniversary of the date of commencement of the Term ("the date of review"). The rent payable by the Lessee for the year following each date of review shall be determined:

3.2.1.1. In the case of the first review, by multiplying the rent payable on the date of commencement of the Term by a fraction the numerator of which shall be the Price Index applicable to the date of review and the denominator of which shall be the Price Index applicable on the date of commencement of the Term; and

3.2.1.2. In the case of each and every review subsequent to the first review by multiplying the rent payable for the year immediately prior to the date of review by a fraction the numerator of which shall be the Price Index applicable on that date of review and the denominator of which shall be the Price Index on the immediately preceding date of review.

3.2.2. The rent payable for the year following the date of review shall in no case be less than the rent payable for the year immediately preceding the date of review.

3.2.3. In this clause "Price Index" means the All Groups Consumer Price Index applicable to Sydney kept by the Commonwealth Statistician and in the event of such Price Index being discontinued or abolished then such Price Index as the Commonwealth Statistician shall substitute for it and if no index shall be substituted for by the Commonwealth Statistician,

then any price index kept by the Commonwealth or New South Wales Statistician as the Lessor may in its absolute discretion select.

3.3. Outgoings

3.3.1. The Lessee is to pay to the Lessor the contribution to Outgoings as provided in **Item 7** of the Schedule. After the Lessor has notified the Lessee in writing of the Outgoings the Lessee shall attend to payment of the required amount on the next day on which rent is due.

3.3.2. The Lessor may notify the Lessee that the Lessee is required to pay a particular outgoing after the Lessor has been notified by the relevant body that it is due for payment, whether the outgoing is payable by the Lessor immediately or later, and whether or not the Lessor has paid it.

3.3.3. If the year in respect of which any yearly outgoing is payable does not coincide with a year of the Lease, the amount the Lessee is to pay in the first year of the Lease will be adjusted proportionately. In the last year of the Lease the Lessee is to pay the full amount for the whole year, but the amount paid will be adjusted at the end of the Lease and the Lessor is to pay to the Lessee the amount necessary to make the adjustment.

3.4. Goods and Services Tax

3.4.1. In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* (GST Act) and the terms used have the meanings as defined in the GST Act.

3.4.2. It is agreed that the rent and all other amounts agreed to be paid by the Lessee to the Lessor, being the consideration for the supply expressed in this Lease, are exclusive of GST.

3.4.3. In respect of any liability of the Lessor for GST under this Lease, and the renewal or extension of this Lease including for rent, rates, outgoings, or any consideration for any other taxable supply, the Lessee covenants to pay to the Lessor, at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates.

3.4.4. The Lessee's liability under **Clause 3.4.3** is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credits or other credits or reimbursements for GST.

3.4.5. Notwithstanding **Clause 3.4.4**, if the Lessor is entitled to an input tax credit in relation to any amount recoverable from the Lessee under **Clause 3.4.3**, the amount payable by the Lessee shall be reduced by the amount of the input tax credit that the Lessor has received or claims and is entitled to receive.

3.4.6. In respect of each payment by the Lessee under **Clause 3.4.3**, the Lessor agrees to deliver to the Lessee, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations, to enable the Lessee to claim input tax credits in respect of the taxable supply.

Part 4. Use of the Land

4.1. Permitted Use

4.1.1. The Lessee must use the Land only for the Permitted Use referred to in **Item 8** of the Schedule unless the Lessor approved another use.

4.1.2. The Lessor does not represent or warrant:

4.1.2.1. That the Land is suitable to be used for the Permitted Use;

4.1.2.2. That the Buildings and Improvements are suitable to be used for the Permitted Use; or

4.1.2.3. That the Land may lawfully be used for the Permitted Use.

4.1.3. Without affecting the generality of **Clause 4.1.2**, the Lessor does not represent or warrant that the zoning of the Land will allow the Land to be used for the Permitted Use, whether with approval or permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to make its own enquiries about zoning, and it warrants that, before executing this Lease it has done so to its satisfaction.

4.2. No noxious use

4.2.1. The Lessee must not at any time do or knowingly permit to be done by itself, its agents, contractors or employees on the Land:

4.2.1.1. any illegal act, trade, business, occupation or calling; or

4.2.1.2. anything which causes damage or unreasonable disturbance to the occupiers or owners of adjoining or neighbouring properties.

4.3 Reasonable access for Native Title Holders to exercise non-exclusive native title rights on the Land

4.3.1 The Lessee must allow Native Title Holders, in relation to the land or waters that form the whole or part of the Land under the Lease, to have reasonable access in and over the Land.

4.3.2 The Lessee may insist that gates are closed and expect all stock, fences, Buildings and Improvements to be off limits for the purposes of cultural activities.

Note: This clause has been included to comply with requirements under the *Native Title Act 1993* (Cth).

Part 5. Assignment, Sublease etc.

5.1. Restriction on assignment etc.

5.1.1. The Lessee must not during the Term assign, transfer, sub-Lease, mortgage, charge or otherwise deal with the Lessee's interest in the Land (or any part of it), or by any act or deed procure any of the foregoing, without obtaining the written approval of the Lessor.

Part 6. Maintenance, Repair and Alteration

6.1. Provisions applying to Agricultural Land

6.1.1. The Lessee shall:

6.1.1.1. immediately make good any damage to the Land caused by the Lessee and persons under its control;

6.1.1.2. not allow any rubbish to accumulate on the Land and shall promptly dispose of all chemical, fuel and other containers which may contain or have contained contaminants or hazardous substances in accordance with all relevant laws and regulations;

6.1.1.3. not permit and shall adopt practices to aid in preventing the unlawful or unintended spillage or deposit or escape onto the Land (and in particular the water ways and water table) of any chemicals, fuels or oils and similar harmful or potentially harmful substances.

6.1.1.4. adopt measures necessary for controlling and so far as practicable eradicating from the Land (including without limitation, rabbits and other pest animals), insects, infestations and diseases and shall comply with all laws and regulations now or hereafter in force relating to controlling and eradication of same;

6.1.1.5. take all reasonable steps for controlling and so far as practicable eradicating all identified weeds which might interfere with or lower the value or utility of the Land for agricultural purposes and shall comply with all laws and regulations, including the *Biosecurity Act 2015* (NSW) now or hereafter in force relating to controlling and eradication of same;

6.1.1.6. not cut down, fell or injure or destroy any growing or living timber or trees located on the Land without the written consent of the Lessor;

6.1.1.7. not make any alterations to the Land nor erect any improvements thereon which are not otherwise required pursuant to the terms of this Lease without the consent of the Lessor;

6.1.1.8. keep pumps, engines, windmills and associated infrastructure on the Land maintained and serviced in good repair and condition and shall deliver up the same in such condition on termination of this Lease;

6.2. Lessee to maintain and repair buildings and improvements

6.2.1. The Lessee is to keep the Buildings and Improvements in good repair having regard to their condition at the beginning of this Lease, but unless otherwise provided in this Lease, the Lessee need not carry out:

6.2.1.1. Any structural works, unless they have been caused by negligence or misconduct of the Lessee or those for whom the Lessee is responsible;

6.2.1.2. Repairs due to fair wear and tear; or

6.2.1.3. Repairs due to some natural disaster or other serious event that is beyond the reasonable control of the Lessor or the Lessee.

6.2.2. Without affecting the generality of **Clause 6.2.1** the Lessee must:

6.2.2.1. Immediately make good any damage to the Buildings and Improvements caused by the negligence or misconduct of the Lessee or those for whom the Lessee is responsible;

6.2.2.2. Maintain all boundary and subdivisional fencing in a stock proof condition.

6.2.3. The Lessee shall give to the Lessor prompt notice in writing of any accident or defect or want of repair to any of the Buildings and Improvements and are likely to be or to cause any damage, risk or hazard to the Land or to any person.

6.2.4 The Lessee is solely responsible to pay labour costs for any work undertaken on a lease.

6.3. Livestock

6.3.1. The Lessee:

6.3.1.1. will not at any time over graze the Land;

6.3.1.2. is only permitted to graze or depasture livestock on the Land under the following circumstances;

6.3.1.2.1. the livestock do not carry and are not affected with any notifiable diseases;

6.3.1.3. will deliver up the Land at the conclusion of the term of the Lease free of stock introduced diseases;

6.3.1.3.1. must give notice of all infectious illnesses to humans and livestock to the Lessor and all public authorities as required by statute;

6.3.1.3.2. must comply with at the Lessee's own expense all requirements of any public authority under statute regarding fumigation, disinfection, eradication, quarantine of stock and the prevention of infectious diseases.

6.4. Lessor may inspect

6.4.1. The Lessor may at all times inspect the property.

6.5. Lessor may repair

6.5.1. The Lessor may on giving to the Lessee reasonable written notice (the period of which, in the case of the Lessee's default, complies with **Clause 12.1.1.4**) (except in the case of emergency when no written notice is required) enter the Land and with workmen and other and all necessary materials for the purposes of:

6.5.1.1. complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Land for which the Lessee is not liable under this Lease; or

6.5.1.2. remedying any default of the Lessee under this Lease.

Part 7. General Lessee's Covenants

7.1. Requirements of public authorities

7.1.1. The Lessee must comply with:

7.1.1.1. all statutes, proclamations, orders and regulations present or future affecting or relating to the Land or the use of the Land; and

7.1.1.2. all requirements which may be made or notices or orders which may be given to the Lessee by any governmental, semi-governmental, city, municipal, health, licensing or any other authority having jurisdiction or authority in respect of the Land or its use,

on the condition that the Lessee is not required:

7.1.1.3. to effect any works which are required other than as a result of the Lessee's particular use of the Land; or

7.1.1.4. to comply with any statute, proclamation, order or regulation affecting or relating to the Land which would have required compliance whether or not the Lessee was in occupation.

Part 8. Insurance and Risk

8.1. Public Liability Insurance

8.1.1. The Lessee shall at its own expense insure and keep insured in the joint names of the Lessor and the Lessee with a reputable insurance company and for an amount reasonably required by the Lessor (being not less than \$20,000,000.00) in any one claim against Public Liability in the form of a standard public liability policy of such insurer.

8.2. Insurance not to be avoided

8.2.1. The Lessee must not at any time during the Term knowingly do, permit, omit or allow to be done, permitted or omitted by its agents, contractors, or employees any act matter or thing on the Land, or bring or keep anything on the Land, whereby any insurance maintained by the Lessor relating to the Land against damage by fire and other risks insured are rendered void or voidable.

8.3. Workers Compensation

8.3.1. The Lessee shall insure and keep insured under the provisions of the *Workers Compensation Act 1987* and any other relevant legislation all persons engaged in any operation on the Land and shall duly pay the premiums thereon and shall upon demand produce to the Lessor the policy and premium receipt in respect thereof and shall satisfy the Lessor that the Lessee has declared an appropriate amount of wages for calculation of the Lessee's insurance cover and the Lessee shall if requested by the Lessor sign a statement that all workers compensation premiums applicable for the work carried out by the Lessee's employees have been paid. The Lessee shall also duly and promptly pay the wages of any person or persons employed by the Lessee and shall produce to the Lessor upon demand evidence of such payment.

8.4. Work Health and Safety

8.4.1. The Lessee undertakes to provide a safe and secure workplace free of any unreasonable risk to the health, safety and welfare of the Lessee's employees and other persons engaged by it in operations on the Land and without limiting the generality of this clause, the Lessee shall observe and carry out its obligations under the *Work Health Safety Act 2011* and any other relevant legislation and regulations.

Part 9. Indemnities and Release

9.1. Indemnities and release

9.1.1. Subject to the provisions of this Lease, the Lessee must occupy and use the Land at its own risk.

9.1.2. The Lessee releases to the full extent permitted by law the Lessor from all actions, claims and demands of every kind resulting from any damage, loss, death or injury occurring in or on the Land, except to the extent that the same is caused by the negligence or wilful act, default or omission on the part of the Lessor (or its agents, contractors and employees).

9.1.3. Except to the extent caused by the negligence or wilful act, default or omission of the Lessor (or its agents, contractors or employees), the Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor is or may be or become liable in respect of or arising from:

9.1.3.1. any damage to property, loss of life, or injury to persons which may be suffered or sustained by the Lessee or any agent, employee or invitee of the Lessee on the Land.

9.1.3.2. the negligent or careless use or misuse by the Lessee and persons under the Lessee's control of the Land or any of the utility or other services to the Land or arising out of any fault, fixture or fitting of the Lessee; and

9.1.3.3. any accident or damage to the Land or injury or death suffered by other person arising from any occurrence in or near the Land to any person or property using or near the Land.

9.1.4. Without prejudice to the generality of **Clause 9.1.3**, to the extent that monies paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor against the same, and except where the same is caused by the negligence of the Lessor or its contractors, employees, agents, servants or invitees, the Lessee will and does hereby indemnify the Lessor its contractors, employees, agents, servants or invitees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Lessor or for which the Lessor may become liable in respect of any damage to the Land or the death of or injury to any person which may be suffered or sustained, or on or near the Land, whether in the occupation of the Lessor or of the Lessee.

9.1.5. Without limiting the generality of anything herein contained in this Lease, the Lessee does hereby indemnify the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor may become liable in respect of or arising from the:

9.1.5.1. use by the Lessee or any employee, contractor, subcontractor, agent or servant ("other persons associated with the Lessee") of chemical and/or the application of such chemical.

9.1.5.2. escape of water in or from the Land having origin within the Land caused or contributed by any act or omission of the Lessee or other persons associated with the Lessee.

Part 10. Lessor's General Covenants

10.1. Quiet enjoyment

10.1.1. Subject to **Clause 4.3.1**, the Lessee, paying the rent and complying with the provisions of this Lease, may peaceably possess and enjoy the Land during the Term without any interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor.

10.2. Lessor's capacity to enter into Lease

10.2.1. The Lessor warrants that there is no restriction or limitation on his right or ability to enter into this Lease and in particular the Lessor warrants, subject to **Clause 4.3.1**, that no other person has any right or interest in the Land which may prevent the Lessee from receiving the full benefit of that to which he is entitled pursuant to this Lease.

10.3. Lessor to comply with orders

10.3.1. To the extent not the responsibility of the Lessee under this Lease, the Lessor must comply with all statutes, proclamations, orders and regulations affecting or relating to the Land.

Part 11. Stock Watering Place

11.1.1. The Lessor warrants:

11.1.1.1. The Land is a Stock Watering Place pursuant to Part 7 of the *Local Land Services Act 2013*;

11.1.1.2. It has the power to enter into the Lease pursuant to Part 7 of the *Local Land Services Act 2013*;

11.1.1.3. It has obtained the consent of the Minister as required by Part 7 of the *Local Land Services Act 2013* and will maintain approval throughout the full term of the Lease.

11.1.2. The Lessee shall not water more livestock at the Stock Watering Place than is permitted by the Lessor.

11.1.3. The Lessee may only use a conserving tank (if located on the Land) if it is the only means of allowing stock to obtain water.

11.1.4. The Lessee is to take reasonable measures to prevent any person from bathing in any stock watering place located on the Land.

11.1.5. The Lessee of a stock watering place must supply water (if available) to any person or stock of a class prescribed by the *Local Land Services Regulation 2014*.

11.1.6 The Lessee of a stock watering place must allow stock to depasture at the stock watering place in the circumstances, and in accordance with any conditions, prescribed by the *Local Land Services Regulation 2014*.

11.1.1. The Lessee must also comply with:

11.1.1.1. Special conditions, covenants and restrictions listed in the Schedule.

Part 12. Default, Termination, etc.

12.1. Events of Default

12.1.1. The Lessor and the Lessee agree if any one or more of the following events occur, the Lessee shall be in default of this Lease;

12.1.1.1. the rental hereby reserved or any part thereof shall be unpaid for the space of fourteen (14) days after any of the days on which it ought to have been paid (although no formal or legal demand shall have been made therefor);

12.1.1.2. any moneys payable on demand under this Lease by the Lessee to the Lessor have not been paid with fourteen (14) days of making a demand therefor;

12.1.1.3. the Lessee commits, permits or suffers to incur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions of this Lease or any rules made hereunder;

12.1.1.4. the Lessee does not make any repairs, replacements or maintenance properly required by any written notice of the Lessor if any of the above are not completed by the Lessee within twenty one (21) days of service on the Lessee of the aforesaid notice;

12.1.1.5. the Lessee becomes bankrupt or commits an act of bankruptcy or assigns his estate or enters into a deed of arrangement for the benefit of his creditors;

12.1.1.6. (the Lessee being a company) a resolution is passed for the winding up of the Lessee (except for the purpose of reconstruction or amalgamation with the consent of the Lessor);

12.1.1.7. the Lessee stops payment or is unable to pay its debts within the meaning of the Corporations Law (unless the Lessee is the subject of an application, compromise or arrangement under s.411 of the *Corporations Act 2001* (Cth)); or

12.1.1.8. execution of an amount in excess of \$10,000.00 is levied against the Lessee and not discharged within 30 days.

12.2. Consequences of Default

12.2.1. If the Lessee is deemed to be in default to this Lease, the Lessor may at any time thereafter and without prejudice to any claim the Lessor may have against the Lessee in respect of such default:

12.2.1.1. re-enter and take possession of the Land and forcibly or otherwise eject the Lessee and all other persons therein without any prior demand or notice and thereupon this Lease shall be determined;

12.2.1.2. by written notice to the Lessee determine this Lease and from the date of service of such notice this Lease shall be determined; elect to convert the unexpired portion of the term of this Lease into a tenancy from month to month by giving written notice, in which case the provisions of **Clause 13.5** shall apply and from the date of service of such notice.

12.3. Termination by Lessor

12.3.1 If there is a change to the permissible use of the Land under the *Local Land Services Act 2013* or the *Crown Lands Management Act 2016*, or the Lessor becomes aware that such a change is to take place, the Lessor will notify the Lessee of the change and may:

12.3.1.1 terminate the Lease by giving at least 30 days' written notice; or

12.3.1.2 elect to convert the unexpired portion of the term of this Lease into a tenancy from month to month by giving written notice, in which case the provisions of **Clause 13.5** shall apply from the date of service of such notice.

12.4. Yielding up and vacating

12.4.1. The Lessee must at the expiration or sooner determination of this Lease peaceably surrender and yield up to the Lessor the Land, clean and free from rubbish and in a state of repair, order and condition which is in all respects consistent with the obligations relating to repair, order and condition in **Part 6**.

12.4.2. However the Lease ends, the Lessor may remove the Lessee's property and store it at the Lessee's expense without being liable to the Lessee for trespass, detinue, conversion or negligence. After storing it for at least one (1) month, the Lessor may sell or dispose of the property by auction, private sale, gift, distribution or otherwise. The Lessor may apply any proceeds towards any arrears of rent or other monies or towards any loss or damage or towards the payment of storage and other expenses.

12.5. Interest on overdue payments

12.5.1. If the Lessee shall fail to pay to the Lessor any moneys which are payable by the Lessee to the Lessor in terms hereof on the due date for the payment thereof the Lessee shall pay to the Lessor interest thereon or on so much thereof as shall remain unpaid from the due date or dates for the payment thereof until the same shall be actually paid and also upon any judgement which the Lessor may obtain against the Lessee from the date of any such judgment until the same shall be satisfied at the rate referred to in **Item 9** of the Schedule.

12.6. Damages

12.6.1. It is hereby expressly agreed and declared that the covenants and agreements on the part of the Lessee contained or implied in:

12.6.1.1. **Part 3** relating to payment of rent, outgoings and GST;

12.6.1.2. **Clause 4.1** relating to the use of the Land;

12.6.1.3. **Part 5** relating to the assignment sub-letting or other dealing with the Premises;

12.6.1.4. **Clause 6.1** relating to agricultural land;

are essential and fundamental terms of the Lease and the breach non-observance or non-performance of any one or more of such covenants terms and conditions shall be deemed to be a fundamental breach of the provisions of the Lease on the part of the Lessee to be observed and performed (PROVIDED THAT the presence of this clause in the Lease shall not mean or be construed as meaning that there are no other fundamental and/or essential terms in the Lease).

Part 13. General

13.1. Waiver

13.1.1. A waiver by the Lessor of a breach of any provision of this Lease does not operate as a waiver of another breach of the same type or of any other provision in this Lease.

13.2. Costs of Lease, etc.

13.2.1. The Lessee shall be responsible for payment of:

13.2.1.1. all stamp duty (if any) payable on this Lease; and

13.2.1.2. registration fees (if any)

13.2.2. The Lessee shall pay all the Lessor's proper and reasonable legal costs for the Lessor:

13.2.2.1. on any application for the approval or consent of the Lessor under this Lease;

13.2.2.2. of or incidental to any and every breach or default by the Lessee under this Lease; and

13.2.2.3. of or incidental to the valid exercise or valid attempted exercise of any right, power or remedy of the Lessor under or by virtue of this Lease.

13.3. Notices

13.3.1. All demands, approvals, consents and notices must be in writing and must be given to or served on a party by being left at that party's registered office or principal place of business in New South Wales or by being posted in a prepaid certified or security post letter addressed to that party at such office or principal place of business (as the case may be).

13.3.2. Any demand, approval, consent or notice if posted is deemed duly served:

13.3.2.1. on the Lessor at the expiration of three (3) business days after the time of posting; and

13.3.2.2. on the Lessee at the expiration of three (3) business days after the time of posting, unless acknowledged by the Lessee at an earlier time.

13.3.3. In proving the giving of any demand, approval, consent or notice it is sufficient to prove the envelope containing the same was properly addressed stamped and registered and posted.

13.4. Non-merger

13.4.1. The provisions of this Lease and anything done under this Lease do not operate as a merger of any of the rights and remedies of the parties under this Lease, all of which continue in full force and effect.

13.5. Holding over

13.5.1. If the Lessee holds over after the expiration of the Term with the consent of the Lessor, the Lessee becomes a monthly tenant only at a monthly rental equivalent to one-twelfth of the total annual rental payable by the Lessee under this Lease at the expiration of the Term, and otherwise on the same terms and conditions as those contained in this Lease so far as applicable. Such tenancy is determinable on either party giving one (1) months' notice in writing to the other expiring on any day.

13.6. Agricultural Tenancies Act 1990

13.6.1. The parties have entered this Lease on the basis that the benefits conferred by each of them on one another are calculated to provide adequate compensation for any increased or diminished value of the Land which comprise the "farm" within the meaning of the *Agricultural Tenancies Act 1990* and that neither the Lessor nor the Lessee shall claim any such compensation except as may be expressly provided in the Lease and without limiting the foregoing the Lessee acknowledges that the length of the Term granted by this Lease and the Annual Rent herein reserved are such as to amount to full compensation for all improvements made by the Lessee to the Land during the term of this Lease whether specifically required or otherwise.

Agreement

Signed, Sealed and Delivered by the said:

Authority: Western Local Land Services

Name: _____
Position: _____
Signature: _____
Date: _____

Signed by witness:

Witness: _____
Address: _____
Signature: _____
Date: _____

I/We, **XXNAMEXX** of **XXAddressXX**, do hereby accept this lease, as Lessee/s, subject to the conditions herein. I/We, the undersigned, do hereby agree to be responsible for any due payment of the rent and performance of the requirements of the lease generally, and I/We hereby undertake to execute and deliver to the Local Land Services any arrears in rent should the lease become null and void.

Signed by the said surety:

Lessee: _____
Signature: _____
Date: _____

Signed by witness:

Witness: _____
Address: _____
Signature: _____
Date: _____

2. STOCK WATERING PLACE LEASE AGREEMENT - Special conditions, Covenants and Restrictions

1. It is further expressly agreed that in the event of the Lessee wishing to graze the area of the lease with fibre-shedding sheep, the Lessee will comply with the provisions of the *Local Land Services Act 2013* relating to the standard of boundary fencing and will, at the Lessee's own cost, provide fencing of a standard to ensure containment of such sheep within the area of the said lease.
2. It is further expressly agreed by the Lessee that the Lessee will not at any time during the term of this lease carry more stock on the area of the lease than the rated carrying capacity of the adjoining land, for the purpose of which one head of large stock shall be deemed the equivalent of ten (10) head of small stock.
3. It is further expressly agreed that the Lessee will fully maintain windmills and pumps thereof, and will inspect mills at least once in every twelve (12) months and maintain oil and moving parts.

3. STOCK WATERING PLACE LEASE AGREEMENT - Schedule

Item No.	Description	Details						
Item 1	Lessor	Western Local Land Services PO Box 363, Buronga NSW 2739 p. (03) 5021 9401 admin.western@lls.nsw.gov.au						
Item 2	Lessee	<Name> <Company Name> <Postal Address> p. <Phone> <Email>						
Item 3	Land	<table border="1"> <thead> <tr> <th>Lot</th> <th>DP</th> <th>Reserve number</th> </tr> </thead> <tbody> <tr> <td>xxx</td> <td>xxx</td> <td>Rxxx</td> </tr> </tbody> </table> <p>Locality: xxx LGA: xxx</p>	Lot	DP	Reserve number	xxx	xxx	Rxxx
Lot	DP	Reserve number						
xxx	xxx	Rxxx						
Item 4	Term	Duration: 4 years, 3 months Commencing: 01 July 2019 Ending: 30 September 2023						
Item 5	Stock Watering Place	SWP<no>-<Name> (as per attached map)						
Item 6	Rent	\$<rent> per annum, payable yearly in advance						
Item 7	Outgoings	100%						
Item 8	Permitted use	Watering and grazing of livestock Conservation						
Item 9	Interest rate	15% p.a. (or such a rate that the Lessor is permitted to charge for unpaid rates).						

4. STOCK WATERING PLACE LEASE AGREEMENT - Map

SAMPLE
DO NOT FILL OUT

