

## **Agricultural lease: private grazing or non-agricultural business use**

**Date of lease:** [Date]

**The Landlord:** [Name]

**The Tenant:** [Name]

**Lease of:** [property address]

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Schedule 1 Rights reserved



|               |   |
|---------------|---|
| “Bond”        | means the sum paid by the Tenant to the Landlord as a deposit against any breach [■ ].  |
| “Term”        | means a term of [number] years [■ ■ ■ ■ ■ ■ ■ ■ ■ / ■ ■ ■ ].  |
| “Use Allowed” | means: [use for keeping / training horses / breeding tigers / as an adventure playground] or any use] or any other use to which the Landlord consents (and ■ ). |

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. whenever more than one person or company is the Tenant or the Guarantor, their obligations can be enforced against ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
- 2.2. any agreement by any party not to do or omit to do something is deemed to include an obligation not to allow or permit ■ ;
- 2.3. the headings to the paragraphs and schedules (if any) of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
- 2.4. all money sums mentioned in this lease are calculated net of GST, which will be charged when ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
- 2.5. it is certified that there is no agreement for lease ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;
- 2.6. nothing in this lease or in any consent granted by the Landlord under this lease implies that the ■ .

### **3. Entire agreement**

- 3.1. This lease contains the entire agreement between the parties and supersedes all [REDACTED]  
[REDACTED].
- 3.2. Each party acknowledges that, in entering into this lease, he does not rely on any representation, warranty, information or document or other term not forming part [REDACTED] [REDACTED]  
[REDACTED].
- 3.3. Conditions, warranties or other terms implied by statute or common law are excluded from this [REDACTED]  
[REDACTED].

### **4. The lease**

- 4.1. By this lease the Landlord lets and the Tenant takes the Property for the Term at the Rent and [REDACTED]  
[REDACTED].
- 4.2. The Property is let subject to all rights, easements, restrictions, [REDACTED]  
[REDACTED].
- 4.3. The rights specified [REDACTED] 1 [REDACTED]  
[REDACTED].
- 4.4. All payments which may be due by the [REDACTED]  
[REDACTED]  
[REDACTED].
- 4.5. [The Landlord is under no obligation to insure the Property [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED] ].
- 4.6. Except so far as provided in this lease, the [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED].

## **5. Rent and other payments**

- 5.1. The Rent [REDACTED] \$[REDACTED].
- 5.2. The Tenant shall pay to the Landlord the Rent, in advance, [REDACTED]  
[REDACTED], [REDACTED] [REDACTED] /  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] /  
[REDACTED].
- 5.3. The Tenant shall [REDACTED]  
[REDACTED]:
  - 5.3.1 the cost of any [REDACTED];
  - 5.3.2. the costs and expenses (including professional fees) [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED];

*Please keep in place [REDACTED]  
[REDACTED].*

*For Victoria users*

- 5.3.1.1 preparing and serving a notice of a breach of the [REDACTED]  
[REDACTED], [REDACTED] 146  
[REDACTED] 1958  
[REDACTED]  
[REDACTED];

*OR For Queensland users*

- 5.3.1.2 preparing and serving a notice of a breach of the [REDACTED]  
[REDACTED], [REDACTED] 124  
[REDACTED] 1974  
[REDACTED]  
[REDACTED];

*OR For Australian Capital Territory users*

- 5.3.1.3 preparing and serving a notice of a breach of the  
Tenant's [REDACTED], [REDACTED] 426  
[REDACTED] ( [REDACTED] ) [REDACTED] 2006  
[REDACTED]  
[REDACTED];

*OR For New South Wales users*

- 5.3.1.4 preparing and serving a notice of a breach of [REDACTED]  
[REDACTED], [REDACTED] 129 [REDACTED]  
[REDACTED] 1919 [REDACTED]  
[REDACTED]  
[REDACTED];

*OR For Tasmanian users*

- 5.3.1.5 preparing and serving a notice of a breach of the  
Tenant's [REDACTED], [REDACTED] 15 [REDACTED]  
[REDACTED] 1884 [REDACTED]  
[REDACTED]  
[REDACTED];

*OR For Western Australia users*

- 5.3.1.6 preparing and serving a notice of a breach of the [REDACTED]  
[REDACTED], [REDACTED] 81 [REDACTED]  
[REDACTED] 1969 [REDACTED]  
[REDACTED]  
[REDACTED];

*OR For Northern Territory users*

- 5.3.1.7 preparing and serving a notice of a breach of the [REDACTED]  
[REDACTED] the Law of [REDACTED]  
[REDACTED]  
[REDACTED];

*OR For South Australia users*

preparing and serving a notice of a breach [REDACTED]  
[REDACTED]  
order.  
[REDACTED]  
ends.

- 5.4. Payments [REDACTED] by [direct debit /  
Internet transfer / other] to [REDACTED],  
[REDACTED] to the Tenant from time to time.

## **6. Interest**

If any payment is more than [seven] days overdue, the Landlord is entitled to interest on [REDACTED], [REDACTED]  
[REDACTED] [8 %] [REDACTED], [REDACTED].  
[REDACTED].

## **7. Further Payments**

The Tenant agrees [REDACTED], [REDACTED]  
[REDACTED]:

- 7.1. all periodic rates and other taxes, relating to the Property, including [REDACTED] ([REDACTED]  
[REDACTED]), [REDACTED];  
[REDACTED];
- 7.2. all charges for services [REDACTED]  
[REDACTED];
- 7.3. the cost of the grant, renewal or continuation of [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED];

## **8. Condition and repair**

In relation to [REDACTED]:

- 8.1. maintain the state and [REDACTED], [REDACTED]  
[REDACTED];
- 8.2. at least once in every [REDACTED], [REDACTED], [REDACTED]  
[REDACTED];
- 8.3. clean, maintain and keep free from [REDACTED]  
[REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED];
- 8.4. prevent damage to any Building from water;

## **9. Tenant's positive obligations**

The Tenant agrees and undertakes that he will:

- 9.1. use the ██████████ ██████████ ;
- 9.2. give the Landlord a copy of ██████████ ██████████ ██████████ ██████████ ;
- 9.3. provide a written notice to the ██████████ ██████████ / ██████████ ██████████ ;
- 9.4. immediately notify the Landlord of any encroachment on the Property ██████████ ██████████ ██████████ ██████████ ;
- 9.5. comply with the terms of every law regulating ██████████ ██████████ , ██████████ , ██████████ ██████████ .

## **10. Restrictions on Tenant**

The Tenant ██████████ :

- 10.1. set up ██████████ ██████████ ;
- 10.2. apply for planning permission relating ██████████ ██████████ ;
- 10.3. make any connection to or in any Conduit;
- 10.4. fix to the Property any pole ██████████ , ██████████ ██████████ ;
- 10.5. pour into any pipe or drain any trade waste or ██████████ ██████████ , ██████████ ██████████ ;
- 10.6. bring onto the Property ██████████ ██████████ ;





## 13. Assignment of the lease

- 13.1. Except as specified in this lease, [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 13.2. The Tenant may not assign [REDACTED]  
[REDACTED].
- 13.3. The Tenant may assign or transfer his interest [REDACTED]  
[REDACTED], [REDACTED].
- 13.4. The Landlord may not [REDACTED]  
[REDACTED].
- 13.5. It is a good reason (among other good reasons) [REDACTED]  
[REDACTED]  
[REDACTED]:
  - 13.5.1 the proposed transferee is less likely to be able [REDACTED]  
[REDACTED] / [REDACTED]  
[REDACTED];
  - 13.5.2 the Tenant owes money to the Landlord;
  - 13.5.3 there is no satisfactory guarantor of the assignee [REDACTED]  
[REDACTED]  
[REDACTED].
- 13.6. In giving consent, [REDACTED]  
[REDACTED]:
  - 13.6.1 the assignee shall not [REDACTED]  
[REDACTED].
  - 13.6.2 the assignment shall impose an [REDACTED]  
[REDACTED]  
[REDACTED];
  - 13.6.3 the assignee shall enter into direct [REDACTED]  
[REDACTED]  
[REDACTED].

- 13.7. Within [four] weeks after the Property is assigned ( [REDACTED]), [REDACTED]  
[REDACTED]\$  
100.

## 14. Tenant indemnifies Landlord

The Tenant agrees to [REDACTED]  
[REDACTED]:

- 14.1. any act, omission or negligence of his, or any person at the Property [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED...]
- 14.2. Any act, omission or negligence of [REDACTED]  
[REDACTED]  
[REDACTED].

## 15. The Bond

- 15.1. The Landlord confirms that he has [REDACTED]\$ [REDACTED]  
[REDACTED].
- 15.2. The Landlord may use the Bond at [REDACTED]  
[REDACTED]  
[REDACTED].
- 15.3. If the [REDACTED]:
  - 15.3.1 he will tell [REDACTED]  
[REDACTED];
  - 15.3.2 the rights or [REDACTED]  
[REDACTED];
  - 15.3.3 the sum used is repayable to the Landlord [REDACTED]  
[REDACTED][4][REDACTED]  
[REDACTED].

## **16. Access for Landlord**

- The Tenant is to give the Landlord, [REDACTED] [REDACTED], [REDACTED] [REDACTED] :
- 16.1. to inspect the condition [REDACTED], [REDACTED] [REDACTED];
  - 16.2. to do works [REDACTED] [REDACTED] [REDACTED];
  - 16.3. to comply with any statutory obligation;
  - 16.4. allow the Landlord, during the [last six months] [REDACTED] [REDACTED], [REDACTED] " [REDACTED] " [REDACTED] " [REDACTED] " [REDACTED];
  - 16.5. to show the Property [REDACTED] [REDACTED] [REDACTED];
  - 16.6. to value the Property;
  - 16.7. [REDACTED], [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED], [REDACTED].

Conditions for access for the Landlord are:

- 16.8. [REDACTED] [REDACTED] [REDACTED] [REDACTED];
- 16.9. [REDACTED] [REDACTED] [REDACTED] [REDACTED];
- 16.10. [REDACTED] [REDACTED] [REDACTED] [REDACTED].

## **17. Provision for premature termination**

- 17.1. [REDACTED] [REDACTED] [REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED];



*OR*

- 19.4. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]

*OR*

- 19.5. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]

- 19.6. [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED], [REDACTED]:

- 19.6.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
, [REDACTED]  
[REDACTED]

19.6.2 the Property is vacant;

19.6.3 the Property can immediately be used;

- 19.6.4 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED];

- 19.6.5 [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]

- 19.6.6 [REDACTED]  
[REDACTED]

- 19.7. [REDACTED]  
[REDACTED], [REDACTED]

## **20. At the end of the lease**

When this lease ends:





- .....  
.....
- 21.12. ....  
.....  
.....  
.....
- 21.13. ....  
....., ....  
.....  
.....
- 21.14. ....  
.....
- 21.15. ....  
.....  
.....  
.....

It shall be deemed to have been delivered:

- ..... : .....
- ..... ;
- ..... : .....
- ..... 72 .....
- ..... - .....
- ..... : .....
- ..... 24 .....
- ..... - .....
- ..... [ .....
- ..... , .....
- ..... ]
- 21.16. ....  
..... , ....  
.....  
.....  
.....
- 21.17. .... , ....  
.....  
..... [ .... ]. ....

.....  
..... [ .. ] ..

Signed as a deed by or for the Landlord [write name] (who certifies that he has proper authority to sign)

Signature: .....

Witnessed by: [name]  
of: [address]

Signed as a deed by or for the Tenant [write name] (who certifies that he has proper authority to sign)

Signature: .....

Witnessed by: [name]  
of: [address]

Signed as a deed by the Guarantor [write name]

Signature: .....

Witnessed by: [name]

of:

[address]

## **Schedule 1: rights expressly reserved**

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]
7. [REDACTED / [REDACTED] ...  
.]







.....  
.....

You can use the schedule also to reserve a .....  
.....

This paragraph also contains the usual landlords warranty for “ .....  
■ ”. ....

## **5. Rent and other payments**

This paragraph contains detailed commercial terms. Make sure every word is as you intend. In sub paragraph 5.2.2.2 we have provided reference of relevant laws for each state in options. The .....  
.....  
/ .....  
.....  
.....

## **6. Interest**

This provision crystallises the landlord's entitlement when otherwise .....  
.....

## **7. Further payments**

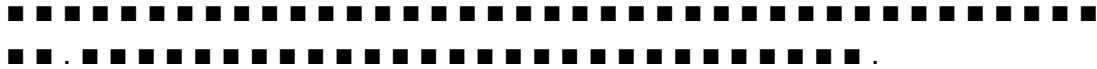
We have no comment.

## **8. Condition and repair**

If you are letting an empty field there is only the gates and fences to .....  
.....  
.....  
.....

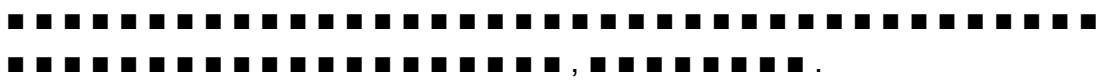
However, this lease is drawn with a view to a situation where buildings are of little or no value. It follows that you may decide to delete large parts of this .....  
.....  
.....  
.....  
.....  
.....

Sub paragraph 2 refers to condition as at today. You may delete this if you want only a grazing lease. This is done through a "schedule of dilapidations". The parties jointly appoint a surveyor to provide a .....  
.....  
.....  
.....



## **9. Tenant's positive obligations**

Encroachments happen constantly and unexpectedly. Once a neighbour has committed to the construction of a large adjacent building, the only practical remedy is damages.



## **10. Restrictions on tenant**

Here is a long menu from which can select. You may



It is important to prevent anyone sleeping habitually in a building on



## **11. Agricultural provisions**

We provide here a menu of suggestions.



## **12. Default notice by Landlord**

This paragraph provides a practical solution to the dilemma facing a landlord when the tenant is in breach but fails to take action. It may be



## **13. Assignment of the Lease**

When a tenant no longer requires property, he will have to transfer it to some other person in order to avoid the continuing obligation to pay the rent.



## **14. Tenant indemnifies landlord**

Few draftsmen include an indemnity in a lease because the tenant's

covenants are





- the rent .....  
....., .....
- the .....

The purpose of a rent review is to bring the rent into line with rents .....  
....., .....  
....., .....  
....., .....  
....., .....

Most rent review provisions allow for "upwards only" review. Occasionally this  
....., .....  
....., .....  
....., .....  
....., .....  
....., .....

We have provided .....  
.....

Note that we have not provided the usual arbitration procedure. We take the .....  
.....  
....., .....  
....., .....  
....., .....  
....., .....

## **20. At the end of the lease**

These provisions simply tie up loose ends.

If the tenant has fitted out the property for ..... / .....  
....., .....  
....., .....  
....., .....

## **21. Other matters**

Apart from the ..... , .....  
.....

We have provided reference of relevant laws for each state in options. .....  
.....  
..... / .....  
.....

