

KELLY · KELLY

LEGAL

Agricultural / Farming Lease

Checklist and
Information
required

KELLY KELLY LEGAL

P 08 8664 1162

F 08 8664 0179

23 Cumnock St, Jamestown

SA 5491 (PO Box 424)



kellykellylegal.com.au

ABN 53 613 105 187

Who owns the property?

Is the property owned by a Trust?

- Yes – Trust Name _____
 Name of Trustee _____

NOTE: Please email us a copy of the Trust Deed for audit purposes.

- No

Is the property owned by a Company?

- Yes – Company name _____ A.C.N. _____

- No

Is the property owned in a personal capacity?

OWNER (Landlord // Lessee):	
Owner #1	Full Names: Mr / Mrs / Ms _____ Residential Address: _____ Postal Address: _____ Telephone: _____ Mobile: _____ Email: _____ Occupation: _____ Date of Birth: ____ / ____ / ____ Name of accountant _____
Owner #2	Full Names: Mr / Mrs / Ms _____ Residential Address: _____ Postal Address: _____ Telephone: _____ Mobile: _____ Email: _____ Occupation: _____ Date of Birth: ____ / ____ / ____ Name of accountant _____

Owner #3	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ____ / ____ / ____
	Name of accountant _____
Owner #4	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ____ / ____ / ____
	Name of accountant _____

Is the owner registered for GST?

- Yes
- No

What is the ABN for the owner?

Who is Leasing the property?

A Trust?

- Yes – Trust Name _____
- Name of Trustee _____

NOTE: Please email us a copy of the Trust Deed for audit purposes.

- No

A Company?

- Yes – Company name _____ A.C.N. _____
- No

Personal capacity?

Details of leasing entity/ tenant (referred to as a "Lessee"):	
Lessee #1	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ____ / ____ / ____
	Name of accountant _____
Lessee #2	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ____ / ____ / ____
	Name of accountant _____
Lessee #3	Full Names: Mr / Mrs / Ms _____
	Residential Address: _____
	Postal Address: _____
	Telephone: _____ Mobile: _____
	Email: _____
	Occupation: _____ Date of Birth: ____ / ____ / ____
	Name of accountant _____

Relationship between the Landlord (lessor) and Tenant (lessee)

Are the Landlord and Tenant related?

yes

no

Details about the property being leased:

PROPERTY:	
Property #1	<p>CT reference (e.g. 5547/98) Volume_____ Folio_____</p> <p>Paddock name (eg "Smiths") _____</p> <p>Address: _____ _____</p> <p>Approximate acres _____</p> <p>Improvements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> House <input type="checkbox"/> Shearing shed <input type="checkbox"/> Implement shed <input type="checkbox"/> Other _____ <p>Is there a mortgage registered over the land? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not sure</p>
Property #2	<p>CT reference (e.g. 5547/98) Volume_____ Folio_____</p> <p>Paddock name (eg "Smiths") _____</p> <p>Address: _____ _____</p> <p>Approximate acres _____</p> <p>Improvements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> House <input type="checkbox"/> Shearing shed <input type="checkbox"/> Implement shed <input type="checkbox"/> Other _____ <p>Is there a mortgage registered over the land? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not sure</p>
Property #3	<p>CT reference (e.g. 5547/98) Volume_____ Folio_____</p> <p>Paddock name (eg "Smiths") _____</p> <p>Address: _____ _____</p> <p>Approximate acres _____</p> <p>Improvements:</p> <ul style="list-style-type: none"> <input type="checkbox"/> House <input type="checkbox"/> Shearing shed <input type="checkbox"/> Implement shed <input type="checkbox"/> Other _____ <p>Is there a mortgage registered over the land? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not sure</p>

Property #4	CT reference (e.g. 5547/98)	Volume_____	Folio_____
	Paddock name (eg "Smiths")	_____	
	Address:	_____	

	Approximate acres	_____	
	Improvements:		
	<input type="checkbox"/>	House	
	<input type="checkbox"/>	Shearing shed	
	<input type="checkbox"/>	Implement shed	
	<input type="checkbox"/>	Other _____	
	Is there a mortgage registered over the land?		
	<input type="checkbox"/>	Yes	<input type="checkbox"/>
	<input type="checkbox"/>	No	<input type="checkbox"/>
	<input type="checkbox"/>	Not sure	

If there are further titles, please list them:

CT _____ / _____
 CT _____ / _____
 CT _____ / _____

General information

Does the property have the benefit of:

- Water Gas
- Sewerage Drainage
- Electricity Telephone

Are there boundary discrepancies affecting the property? Yes No

Do you pay Council Rates? Yes No (if no, do you pay NRM levies- please advise)

Are there any areas of property being excluded from the lease?

(for example, homesteads, sheds, areas of native vegetation, wind towers etc)

- excluded item _____
- excluded item _____
- excluded item _____

Are there currently any tenancies (i.e. people leasing the property)?

Term of the lease: From: / / until: / /

What is the total leasing price?

\$ _____ plus GST (if applicable)

How often will the lease be paid?

- Monthly date: the _____ day of each month
- each second month date: the _____ day of each second month
- each quarter
- every six months
- annually

If possible, please apportion across separate certificate of title references

CT	Total hectares /acres	Arable area	Price per hectare/ acre for arable	Non-arable area	Price per hectare/ acre for non-arable	Total lease
<i>Example:</i> <u>5554/67</u>	<i>Example:</i> <u>300 acres</u>	<i>Example:</i> <u>200 acres</u>	<i>Example:</i> <u>\$100 acre</u>	<i>Example:</i> <u>100 acres</u>	<i>Example:</i> <u>\$30 per acre</u>	<i>Example:</i> <u>\$23,000</u>

Key terms:

When will the lease start? (date):	
When will the lease end? (date):	
Will the tenant be able to extend the lease for a further term (or terms)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, how long will the first extra term be (in years)	

<p>If more than one extra term, please state how many extra terms (total) (i.e. 2 further terms of 2 years each)</p>	
<p>Will the lease increase each year of each term by CPI</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(if no, please indicate if it will be a fixed percentage increase, market increase or no increase):</p> <p><input type="checkbox"/> fixed percentage increase (i.e. 3% per year)</p> <p><input type="checkbox"/> Market increase (i.e. to be increased each year as determined by a licensed valuer)</p> <p><input type="checkbox"/> no increase (i.e. the rental will stay the same each year of the term)</p> <p><input type="checkbox"/> I am not sure and require advice from Kelly Kelly Legal</p>
<p>If there will be the option for further terms, will the lease at the start of the new term be determined by market rent review, CPI or fixed percentage?</p>	<p><input type="checkbox"/> fixed percentage increase (i.e. 3% per year)</p> <p><input type="checkbox"/> Market increase (i.e. to be increased as determined by a licensed valuer)</p> <p><input type="checkbox"/> no increase (i.e. the rental will stay the same as it was previously)</p> <p><input type="checkbox"/> I am not sure and require advice from Kelly Kelly Legal</p>
<p>Permitted Use (e.g. farming and grazing):</p>	
<p>What is the Lessor's bank account for the lease to be paid into?</p> <p>(if no account provided, we will simply word the lease "the account nominated by the Lessor")</p>	<p>Name of account:</p> <p>BSB:</p> <p>Account No:</p>
<p>Who will pay the Council rates and levies</p>	<p><input type="checkbox"/> Landlord <input type="checkbox"/> Tenant</p>
<p>Who will pay the Emergency Services Levy?</p>	<p><input type="checkbox"/> Landlord <input type="checkbox"/> Tenant</p>
<p>Who will pay the SA Water quarterly supply charge?</p>	<p><input type="checkbox"/> Landlord <input type="checkbox"/> Tenant</p>
<p>Who will pay the SA Water usage?</p>	<p><input type="checkbox"/> Landlord <input type="checkbox"/> Tenant</p>
<p>Who will pay for any new fencing?</p>	<p><input type="checkbox"/> Landlord</p> <p><input type="checkbox"/> Tenant</p> <p><input type="checkbox"/> Landlord to pay for materials and Tenant to provide the labour</p> <p><input type="checkbox"/> another arrangement:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> I am not sure and require advice from Kelly Kelly Legal</p>

Use of the land

The following clauses are included in the lease unless you advise you do not want them:

The tenant must not overload the floors of the buildings on the Land by placing on them heavy articles, the combined weight of which exceeds the limits allowed for in the buildings' design and construction. The Lessor may prescribe the weight and position of heavy machinery, articles or goods	<input type="checkbox"/> don't include this clause in lease
The tenant must not allow any nuisance, disturbance or annoyance to emanate from the Land	<input type="checkbox"/> don't include this clause in lease
The tenant must not allow any stock to stray from the Land	<input type="checkbox"/> don't include this clause in lease
The tenant must not overstock the Land or keep cattle on the Land during the Term	<input type="checkbox"/> don't include this clause in lease
The tenant must not allow any noxious, offensive or dangerous chemicals or pollution to escape from the Land	<input type="checkbox"/> don't include this clause in lease
The tenant must not conduct or allow any auction sale, fire sale, warehouse sale, liquidation sale or clearance sale on the Land without the Lessor's prior written consent	<input type="checkbox"/> don't include this clause in lease
The tenant must not mark, paint, drill, write or in any way deface any building, wall, ceiling, floor, wood, stone or ironwork on the Land unless permitted by the Lease	<input type="checkbox"/> don't include this clause in lease
The tenant must not allow any rubbish to accumulate on the Land	<input type="checkbox"/> don't include this clause in lease
The tenant must not destroy any growing timber on the Land except for fencing and cultivation	<input type="checkbox"/> don't include this clause in lease
The tenant must not use firewood collected on the Land for other than domestic purposes	<input type="checkbox"/> don't include this clause in lease
The tenant must not delay in replacing any shade, shelter belt or ornamental tree that dies with a seedling of the same type	<input type="checkbox"/> don't include this clause in lease
The tenant must not plant any crop (other than a fodder crop for stock) on the Land which in the ordinary course it would not be able to complete harvesting before the end of the Lease, but the Lessee may so crops on the paddocks on the Land and at the intervals as notified by the Lessor from time to time	<input type="checkbox"/> don't include this clause in lease
The tenant must not undertake activities contrary to the advice of the Country Fire Service or other relevant governmental authority on a particular day	<input type="checkbox"/> don't include this clause in lease
The tenant must not commence to harvest crops growing on the Land until all arrears of Rent (if any) are paid to the Lessor	<input type="checkbox"/> don't include this clause in lease
The tenant must not encumber or charge the crops growing on the Land by way of lien or mortgage without the prior written consent of the Lessor whose consent shall not be unreasonably withheld	<input type="checkbox"/> don't include this clause in lease
The tenant must not erect or build or allow to be erected or built on the Land any structure or building without the prior written consent of the Lessor	<input type="checkbox"/> don't include this clause in lease

The tenant must ensure that all pasture paddocks are spray-topped or grass freed annually	<input type="checkbox"/> don't include this clause in lease
The tenant must ensure that the livestock stocking of the Land does not exceed the rate of 500 DSE ("Dry Sheep Equivalent");	<input type="checkbox"/> don't include this clause in lease
The tenant must use a minimum of 50 kilograms per hectare of 18:20:0 fertiliser or its equivalent on all cropped areas of the Land during each year of the Lease	<input type="checkbox"/> don't include this clause in lease
The tenant must properly maintain the bore drains, which includes delving any bore drains no less than once a year and keeping them free of weeds;	<input type="checkbox"/> don't include this clause in lease
The tenant must take all reasonable steps to keep the Land free of rabbits, foxes and other vermin, and noxious weeds, and comply with all statutes relating to them;	<input type="checkbox"/> don't include this clause in lease
The tenant must give notice of all illnesses infectious to humans and livestock to the Lessor and all public authorities as required by statute;	<input type="checkbox"/> don't include this clause in lease
The tenant must at its own expense comply with all statutory requirements in relation to fumigation, disinfection, eradication and prevention of infectious diseases;	<input type="checkbox"/> don't include this clause in lease
The tenant must comply with all stock quarantine requirements	<input type="checkbox"/> don't include this clause in lease
The tenant must maintain: (A) firefighting equipment on the Land ready for use for the fighting of bushfires; and (B) existing fire breaks on the Land and additional fire breaks as may be necessary, to prevent the spread of fire;	<input type="checkbox"/> don't include this clause in lease
The tenant must carry out any cultivation on the Land following good farm management principles which includes keeping all cleared land free of suckers, scrub, saplings, woody weeds and undergrowth so that it is fit for ploughing	<input type="checkbox"/> don't include this clause in lease
The tenant must before the commencement of the first Term of the Lease and on or before the 1 st of February of each year during the currency of the Lease, notify the Lessor of its farm management program for the following twelve (12) months starting on 1 March each year, or if the Lease is due to end during that twelve (12) month period, for the period from the following 1 March to the end of the Term. The farm management program must specify: (i) the type of crops (including fodder crops for stock) to be grown, the proposed areas and the place where they are to be sown; (ii) the estimated sowing dates for each crop; (iii) the types, breeds, sexes, approximate ages and approximate numbers of livestock to be run on the Land (if relevant); and	<input type="checkbox"/> don't include this clause in lease

(iv) the types and application rates of fertilisers to be applied to the Land and the areas and places to be fertilised; and the program must be acceptable to the Lessor, whose consent may not be unreasonably withheld;	
The tenant must do all things reasonably necessary to ensure that any quota, licence or permit in use at the commencement of this Lease, or substantially relating to the Land is preserved	<input type="checkbox"/> don't include this clause in lease
The tenant must maintain any cottages, huts and homesteads in good condition except for fair wear and tear and having regard to their condition at the commencement of the Lease	<input type="checkbox"/> don't include this clause in lease
The tenant must apply gypsum and lime to the Land as reasonably required, or as reasonably directed by the Lessor	<input type="checkbox"/> don't include this clause in lease

Are there any special conditions to be included in the lease?

Checklist of documents to provide to Kelly Kelly Legal

- Copy of Council rates for the property
- Copy of SA Water bill for the property
- Copy of the Emergency Services Levy for the property
- Copy of relevant Trust Deeds (if applicable)

Insurance

Are you happy with the default position outlined below in respect of insurance?

Yes No

If no, please advise what amendments you require:

The default position is as follows:

The Lessee must, at its own expense, take out and keep up to date:

- (a) a public risk policy that gives minimum cover for each accident, claim or event insured against for \$20,000,000, or if the Lessor notifies the Lessee, any reasonable higher amount. The cover provided under such policy must not be contributory with any policy the Lessor takes out; and
- (b) a policy insuring the Lessee's plant and equipment, stock and crops for a reasonable market value against damage or destruction from any cause whatsoever during the Term;
- (c) workers' compensation cover for all the Lessee's Employees (as applicable); and
- (d) a policy insuring the Buildings and improvements on the Land for their full insurable value, against loss or damage or because of fire and other risks including water, storm and rainwater damage.

The insurance policies must be taken out:

- (a) In the names of the Lessor and the Lessee (or, if in the name of the Lessee the interest of the Lessor must be noted); and
- (b) with a reputable insurance company approved by the Lessor.

If requested, the Lessee must provide the Lessor with copies of the insurance policies of the types of insurance policies described in this clause 9 before taking possession under the Lease.

Within seven days of receiving any certificate of renewal or further policy, the Lessee must give a copy of it to the Lessor.

The Lessee must, if requested by the Lessor, show evidence of currency of any policy or renewal of an expired policy to the satisfaction of the Lessor.

The Lessee must not do anything directly or indirectly that might make any insurance on or relating to the Land void or voidable or which might increase the policy premium.

Who will pay in the costs?

Please tick the boxes below if you have reached an agreement in relation to the costs that is different from the usual course. Otherwise, we will put a clause in the contract that the fees be paid in the usual manner.

Cost	Vendor to pay	Purchaser to pay	Vendor and Purchaser to pay one half
Kelly Kelly Legal professional fees for reparation of Lease <i>Usually shared equally</i>			
Registration of Lease Fee (Government Fee) <i>Usually paid by tenant</i>			
Registration of Lease Professional Fee (Kelly Kelly Legal) <i>Usually paid by tenant</i>			
Pexa Online registration fee <i>Usually paid by tenant</i>		√	
The costs of preparing any plan or diagram required for this Lease to be registrable in the Lands Titles Office <i>Usually paid by tenant</i>			

Authority for Kelly Kelly Legal to commence preparation of Lease, searches etc

CLIENT'S AUTHORITY:

I _____ (name) AUTHORISE AND DIRECT Kelly Kelly Legal to commence work on the following:

- √ Lease document
- √ Searches for the Lease
- √ I acknowledge that I will be liable to pay these costs in the event that the transaction does not proceed
- √ I am authorised to sign on behalf of the Lessor

Signed: _____

Dated: _____ / _____ / _____

*** Indicative fees in respect of the above work is:

1. Lease preparation (approx. \$1,000 plus GST)
2. Searches for the Lease (approximately \$28.50 plus GST- this is for 1 title, extra costs incur for more than 1 title)