

Licence Agreement

This Licence agreement is made the **Day, Month, Year**

BETWEEN LACHLAN SHIRE COUNCIL (ABN 82 815 250 829) of Molong Street, Condobolin in the State of New South Wales ("the Licensor")

AND ("the Licensee")

BACKGROUND

- A. The Licensor is the registered proprietor of the address 105 Hassans Lane, part Lot 2342 DP 566794 in Condobolin.
- B. The licensee wishes to rent 110 acres of land which is part of Lot 2342 DP566794 in 105 Hassans Lane, Condobolin. The area is shown on the diagram as Schedule 2 as a red coloured area.
- C. The Licensor is willing to grant to the Licensee the right to occupy the licence area for the term and upon the conditions set forth in the operative part of this Licence.

OPERATIVE PART

1. This licence is not intended to create the relationship of landlord and tenant in the parties and the Licensee acknowledges that this licence does not confer the Licensee with a proprietary interest in the licence area.
2. The Licensor HEREBY GRANTS to the Licensee the right to use and occupy the land shown as "the licence area" on the sketch hereto marked schedule 2 and described in Item 1 of Schedule 1 AND SUBJECT TO the Licensee performing and observing the conditions set out in this Licence Agreement. The Licensee shall peacefully hold and enjoy the licence area during the said term without interruption by the Licensor or any person rightfully claiming under or in trust for the Licensor.
3. The parties agree that the commencement date of the licence shall be the date set out in item 2 of schedule 1.
4. The parties agree that termination date shall be the date set out in item 3 of schedule 1.
5. The parties agree that the term of the licence shall be the term set out in item 4 of schedule 1.
6. The Licensee agrees to pay to the licensor the license fee set out in item 5 of schedule 1 in accordance with the terms of payment of the licence fee set out in Item 6 of schedule 1.
7. The Licensee will be responsible to maintain the "license area" in a clean and tidy condition and will maintain the fences to prevent any stock from straying into or outside the "license area".
8. The Licensee agrees that the land shown as "the license area" on the sketch hereto marked in schedule 2 has no dam or other permanent water source. The Licensee understands they will need to supply their own water.
9. The Licensee will use the land only for the grazing of stock.
10. The Licensee will not cut down, fell injure or destroy any growing or living timber-like trees standing and being upon the demised land without the consent in writing of the Licensor. The licensee shall control weeds as directed by the Lachlan Shire Council.
11. The Licensee shall be responsible at all times during the term hereby demised for the safety of any livestock which they may place or cause to be placed on the said land and the lessee will

indemnify the Lessor against any claim made and they will not make any claim against the Lessor in respect of any livestock which may be injured or killed, by reason of any act or default of any person or caused by fire or by water.

12. The Licensee shall at all-time be responsible for any damaged caused by livestock straying from the demised land, and agrees to indemnify and keep indemnified the Licensor against all action, causes, suits, proceedings, claims and demands whatsoever which may be brought, commenced, prosecuted or made against it by any person for any damages or compensation or otherwise in consequence of or arising out of or in connection with any act by the Licensee or breach of this Licence which may result in such damages claim or compensation or otherwise and against all costs, damages and expenses which the Licensor may in any way pay or incur in defending or settling such action, suite, proceedings, claim or demand as aforesaid.
13. The Licensee indemnifies the Licensor from any injury or damage caused to any person or property of the Licensor, the Licensee or any third party howsoever arising from the Licensee's occupation and use of the licence area and shall maintain occupier liability insurance during the term hereof for the sum not less than the sum referred to in Item 7 of schedule 1 AND evidence of such insurance cover shall be produced to the Licensor prior to the commencement date hereof.
14. The Licensor can end the tenancy, at any time by giving 30 days written notice. The Licensor may cancel the Licence without prior notice if there is a breach by the licensee of any of the licence conditions.
15. Should the Licensee wish to vacate the license area prior to the termination date it shall be at liberty to do so upon 30 days written notice to the Licensor whereupon this license will be at the end and all advance payments of the licence fee shall be forfeited to the Licensor.
16. Any notice or request shall be in writing and in manner mentioned in section 170 of the Conveyancing Act, 1919.
17. The licensee shall control weeds as directed by Lachlan Shire Council.
18. The Licensee shall not sublet, assign or otherwise deal with the Licenced area.
19. All improvements, erections and fixtures now or hereafter erected on the licensed area are acknowledged by the Licensee to be the absolute property of Lachlan Shire Council, but the Licensee shall maintain and repair such improvements, erections and fixtures during the period of this Licence.

SCHEDULE 1

- Item 1 The area shown as “the licence area” on the sketch annexed hereto as schedule 2 with an area of 110 acres and being part of Lot 2342 DP566794, 105 Hassans Lane, Condobolin.
- Item 2 **Day, Month, Year**
- Item 3 2 July, 2026 unless terminated pursuant to clause 13 by the lessor or by the Lessee pursuant to clause 14.
- Item 4 unless terminated by clause 13 or 14.
- Item 5 5.1 for the first year of the licence – \$5,500 per annum plus GST.
- 5.2 for the second year of the licence - The licence fee for the first year increased by an amount as represents the percentage increase in the Consumer Price Index All Groups All States (“CPI”) calculated and ascertained by dividing that annual rent by the value of the index Points published by the Commonwealth of Australia as part of the CPI as at the quarter immediately preceding the date that the first year commences and multiplying the result thereof by the value of the CPI aforesaid as at the quarter immediately preceding the date of the commencement of the second year. Any necessary adjustment of licence fee shall be made by the parties upon the relevant data being made available and shall not be affected by any waiver, indulgence or delay on the part of the Licensor.
- 5.3 The licence fee in any one year shall not be less than 5,500 plus GST.
- Item 6 Annually in advance, the first payment to be made on or before the date hereof.
- Item 7 Public liability insurance \$20,000,000.00
- Item 8 A bond equivalent to 2 weeks rent is required

EXECUTED AS A LICENCE

EXECUTED for and on behalf of

LACHLAN SHIRE COUNCIL

(ABN 82 815 250 829)

Under delegated authority by its

duly authorised Officer in the

presence of:

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Witness

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Print Name:

Dated:

EXECUTED for and on behalf of

the Licensee:

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Dated:

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Dated: