

The Chief Executive Officer  
Lockyer Valley Regional Council  
PO Box 82  
GATTON QLD 4343

Dear Sir

**OPTION TO RENT – LOT 257 ON CH311500, PARISH OF TENTHILL**

I / We the undersigned hereby submit the following tender for the above property under conditions in accordance with the attached tender documents, or those to be specified depending on the use I / we propose to put the land to.

Proposed use:

*[Please select a proposed use. If you propose a use other than grazing, please provide sufficient information to explain the use you intend to put the land to if successful].*

Grazing

Other

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.....  
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.....

**RENTAL AMOUNT TENDER:** \$..... per annum

**NAME:** .....

**SIGNATURE:** .....

**POSTAL ADDRESS:** .....

.....  
.....

# OPTION TO RENT

## Proposed Terms & Conditions

The proposed rental agreement will be for a five (5) year term and adhere to the following conditions:

1. The tenant is to pay rental on a yearly basis.
2. The tenant is to meet the cost of all rates and charges applicable to the land.
3. Unless advised otherwise, the rental charge for the land will be determined by the Director Corporate Governance and will be ongoing on a yearly basis with it being the tenant's responsibility to make the payment on or before the due date. Failure to pay by the due date will automatically result in the loss of the land and the tenant will accordingly be required to remove their stock within seven (7) days of the due date.
4. The amount of the rent is agreed between the tenant and the Director Corporate Governance.
5. 1<sup>st</sup> July on a yearly basis will be the common due date for all land being rented.
6. The tenant is to keep Council informed of addresses and telephone numbers where the tenant can be contacted.
7. The tenant shall indemnify Council from any claim arising from the rental of the land. That is, the Council is to be nominated on the tenant's insurance policy with the minimum public liability insurance policy to be \$5 million.
8. The tenant is required to fence the land at no cost to Council in such a manner as to prevent the straying of stock. Such fence is to be a star picket / strainer post and wire or such other fence as approved by the Director Corporate Governance. The method of construction of the fence should allow easy removal at the termination of the agreement. Unless otherwise agreed by Council, the tenant shall bear the full removal cost of all fencing and improvements upon termination of the rental agreement.
9. It is the responsibility of the tenant to ensure that stock does not wander from the property. In the event that Council is required to control the stock, they will forfeit the use of the land immediately and will bear the full cost of works carried out by Council or its contractors, servants or agents in the control of such stock whether it be on the roadway or on private property.
10. No permanent structures are to be erected upon the land.
11. The tenant will manage, to the satisfaction of Council's Weed Control Officer, all pest plants declared under the *Lands Protections Act 2002* (as amended from time to time). Non-compliance with this condition may result in the immediate termination of the rental agreement. Furthermore inaction over the management of the weeds may result in the applicant

- bearing the full cost of works carried out by Council or its contractors, servants or agents in the control of such declared pest plants.
12. The tenant will not dig or remove any turf, clay, sand, soil, gravel, stone or any other material (including trees) from any part of the land.
  13. There is to be no native vegetation greater than 8cm DBH destroyed, poisoned or removed, including in the establishment of a fence.
  14. The property is not to be overstocked or over grazed and the tenant must not undertake any action that will result in the degradation of the land. If, in the opinion of the relevant Council Officer, such action has occurred, the tenancy may be immediately terminated and the tenant will bear the full cost of rehabilitation resulting from such actions.
  15. The tenant will comply with all of Council's Local Laws, including, but not limited to, *Keeping & Control of Animals Local Law 2007* (as amended from time to time).
  16. The relevant Officer from Council's Environment Services section will determine the number of cattle allowable on the parcel of land with reference to the environmental significance and the possible degradation of the land, in addition to a limit on the period of accumulated grazing, on a case by case basis. In this instance, there is to be no more than six (6) head of cattle on the parcel of land for six (6) months of accumulated grazing for any twelve (12) month period. This may be variable if a management plan is provided by the tenant and approved by the relevant Council officer prior to implementation.
  17. The tenant is to acknowledge that it is Council owned land and that they must allow Council officers or their agents, surveyors and workmen to enter upon the land at all reasonable times.
  18. The tenant is to keep all areas currently used for road purposes open to traffic and will not hinder the free flow of traffic in any way.
  19. The tenant may surrender the land after giving one (1) month written notice.
  20. The Council may terminate the rental agreement with one (1) month written notice and in extenuating circumstances, as determined by the Director Corporate Governance, with one (1) week written notice.
  21. Extenuating circumstances include, but are not restricted to, a breach of any of the conditions of the rental agreement.

Council will require a copy of the certificate of currency indemnifying Council under the tenants' public liability insurance prior to commencement of the rental agreement.

**OTHER CONDITIONS MAY BE APPLICABLE DEPENDING ON  
THE PROPOSED USE OF THE LAND**