

Fairhaven Family Holiday Park.

AGREEMENT BETWEEN PARK MANAGEMENT AND ANNUAL SITE HOLDERS.

Note: This Agreement is legally binding to sites occupied on a long term non residential basis.

1. The occupant agrees to comply with this agreement the "Rules of the Park" (or amendments) and various signage around the park, for example signs on the roadways, pool, BBQ area and amenities block. The occupant will ensure that anyone who is afforded access to the Park by virtue of this agreement (between the occupant and Park Management), will comply with these requirements.
2. The occupant agrees to pay site fees at least one quarter in advance and make payment of any other scheduled charges including power by the due dates.
 - 2.1. Any requirement to re-issue an invoice will incur a further \$ 50.00 charge.
 - 2.2. Re-invoicing will occur once the fees are 7 days overdue and each subsequent 7 day period until full payment is made.
 - 2.3. Failure to pay electricity charges within 30 days of the invoice being forwarded can result in disconnection and further supply only being provided once full payment has been effected.
 - 2.4. Payment of full year fees is due by 1 September 2015. Six monthly fees payment are due by 1 September 2015 and 1 March 2016. Quarterly fees payments are due by 1 September 2015, 1 December 2015, 1 March 2016 and 1 June 2016.
 - 2.4.1. Once the occupant nominates a half yearly or quarterly payment option the responsibility of payment on time as advised (in section 2.4), is the occupants responsibility. Invoicing by the park is a courtesy.
 - 2.5. In relation to this agreement, the fees paid over a yearly period entitles the occupant and other nominated people to occupy the site for a combined total of 120 usages per year with no single stay exceeding 40 days.
 - 2.5.1. A usage is defined as any occupancy of a site exceeding 3 hours.
3. Prior to the commencement of any annual agreement the occupant will be required to nominate a maximum of 5 other persons who can use their capital improvement without additional charges.
 - 3.1. Once persons are nominated no alteration of the names can occur for the period that the agreement runs.
 - 3.2. Park Management reserves the right to refuse the nomination of any person by the occupant and/or terminate the right of access to the Park to any nominated person during the course of an annual agreement period.
 - 3.3. Any person/s (visitor), who use the capital improvement in addition to those nominated must pay a fee.
 - 3.4. Park Management reserves the right to refuse access to the Park to any visitor or terminate access to the Park during the course of a visitor's stay.
4. During each usage the occupant must fill out/or cause to be filled out a Registration Slip:
 - 4.1. The Registration Slip must:
 - 4.1.1. Name each person using the capital improvement; and
 - 4.1.2. Include the date of arrival and departure.
 - 4.2. Any costs for those people who are not nominated (visitors), must be payed. Please Note: NO REFUNDS will be given on paid visitors fees.
 - 4.2.1. Paid Visitors Fees entitle visitors to use park facilities until 10 A.M on the designated day of departure.
 - 4.3. The Registration Slip must be completed within 3 hours of arrival.
 - 4.3.1. NOTE: Registration Slips are available 24 hours at the foyer of the Office and are to be placed in the box at the foyer.
 - 4.3.2. Any day visitor who wishes to use the pool **must** complete a registration form specifying they will be using the pool and pay a \$ 6.00 fee.
 - 4.4. NOTE: No person under the age of 18 is permitted to occupy an annual site without an adult present at all times.

5. The occupant understands that this agreement is solely for the benefit of the occupant. Park Management reserves the right to refuse entry into the park to any of the occupant's invitees (this includes nominated persons, additional nominated person/s, visitors or day visitors), at Park Management discretion.
6. Under no circumstances can the capital improvement occupying an annual site:
 - 6.1. Be offered as a rental premises, or
 - 6.2. Used in a manner that will generate a form income to the occupant.

Breach of this term will render this agreement void from the date of breach (in futuro).

7. The occupant must seek approval from Park Management in relation to any improvements they plan to undertake on the annual site. This includes changes to their capital improvement.
 - 7.1. Specific requirements under existing laws and regulation MUST be adhered to.
 - 7.1.1. For example, regulations under the Caravan Park Regulations or by the City of Greater Geelong.
 - 7.1.2. Park Management will advise of any prescriptive requirements by law-makers.
 - 7.2. The occupant is not to commence any works until Park Management grants permission.
 - 7.3. The occupant also understands the maintenance of any capital improvement and/or improvement is solely the responsibility of the occupant.
 - 7.4. The occupant agrees that any capital improvements and/or improvements on an annual site will be maintained in a good and safe condition.
 - 7.4.1. This includes any limited works that must be performed by a person with appropriate qualifications, for example an appropriately qualified tradesman will complete restricted works (plumbing/electrical work).
 - 7.5. At times Park Management may require specific works to be undertaken. For example, works may be required to bring the capital improvement into line with gas or electricity regulations.
 - 7.5.1. If the occupant refuses to comply with these requests Park Management reserves the right to terminate this agreement from the date of the breach.
8. The Occupant must seek Park Management's approval prior to engaging a tradesperson to undertake any work on a Capital Improvement.
 - 8.1. Should an occupant fail to obtain express consent, Park Management reserves the right to refuse entry to the unapproved tradesperson.
 - 8.2. All tradespersons must sign in at the office prior to undertaking any work.
 - 8.3. Failure to comply with 8.1 or 8.2 will be deemed by Park Management as a conditional breach of this agreement and Park Management reserves the right to terminate this agreement from the date of the breach.
9. Sheds/Washing Machines. The maximum shed size permitted to be erected on a site is 900 mm x 1500 mm. Not all sites have the capacity to allow the erection of a shed.
 - 9.1. NOTE: A company specialising in this work must prefabricate the shed.
 - 9.2. The occupant is not permitted to have a washing machine on an annual site. All automated washing of clothes must be done in the park laundry.
10. Any temporary structures, i.e. Gazebo's, may only remain erected for the period between Christmas and the end of January.
11. Park Management reserves the right to determine the quality of the aesthetic appearance in relation to any capital improvement and/or improvement under this agreement.
 - 11.1. Any changes requested by Park Management to the rental site must be completed within four weeks of the notice.
12. The occupant will ensure that the capital improvement is maintained in a clean and safe condition at all times.
 - 12.1. This requires the annual site is, to Park Management's satisfaction:
 - 12.1.1. Free from clutter;
 - 12.1.2. All possessions are packed away during periods when they are not occupying the site.

12.2. All property remaining on a site is left at the occupant's risk. Park Management will not be held liable for any damage or loss incurred.

13. Park Management understands that occupants of annual sites will change from time to time.

13.1. Sale of capital improvements will be arranged by Park Management for which a five-percent (5%) transfer fee is charged.

13.2. No "For Sale" notices or private advertising is permitted to facilitate the sale of a capital improvement.

13.3. All capital improvements offered for sale must be equipped with minimum fire safety equipment, which includes a fire extinguisher and a fire blanket.

13.4. Prior to any sale the occupant must have an electrical and gas safety checks undertaken by suitably qualified tradesmen.

13.4.1. At the occupants expense any faults must be corrected to comply with current requirements prior to sale (all electrical cords between the power-head and the capital improvement will need to be buried in conduit prior to the sale of a capital improvement. The conduit must be orange and buried at a depth of 500 mm).

13.4.2. Park Management must see the report from the tradesmen on the condition of gas and electrical. Failure to comply with the safety checks will result in refusal by Park Management to allow the capital improvement to remain within the Park.

13.5. Fees paid in advance will not be refunded by Park Management on the sale of a capital improvement. Fees paid in advance need to be considered by the vendor and purchaser in context of the overall sale price.

13.6. All outstanding monies owed to Park Management, including the transfer fee of five percent (5%) of the total sale price must be paid by the purchaser before ownership of the capital improvement occupying the annual site will be allowed to transfer. This also includes any outstanding costs for any electrical and gas works.

13.6.1. The purchaser will deduct any monies owed to Park Management and the Electrical and Gas Tradesmen from the final payment made to the vendor.

13.6.2. Fairhaven will not enter into an agreement with the purchaser until all monies owing to Park Management and the Electrical and Gas Tradesmen has been paid.

13.6.3. This contract will remain in operation until all monies owing have been finalised.

14. Park Management reserves the right to place limitation on the sale of any Capital Improvement if in the opinion of Park Management:

14.1. The capital improvement is in sub-standard condition, i.e. in the Park Managements opinion is in poor condition and presents a poor standard of appearance and/or the annexe is not fabricated from 50-millimetre modular Panel.

14.2. The price being asked is unreasonable. In these cases the capital improvement will not be permitted to remain on an annual site within the Park and will need to be removed.

15. Park Management has no obligation to enter into an agreement with the prospective occupant of any capital improvement to be sold on site.

15.1. If the prospective occupant purchases the capital improvement without entering into an agreement with Park Management the prospective occupant will be required to remove the capital improvement from the site/caravan park within 7 days of the purchase.

16. Park Management accepts no responsibility for any property including Caravans & Annexes, Mobile Homes, Boats, Vehicles and/or contents of any of the aforementioned within the Caravan Park boundaries.

16.1. Caravan Parks Insurance does not cover liability or loss to property not owned by the Park. It is therefore recommended that all occupants negotiate a suitable insurance coverage for their capital improvement and potential liability.

17. Park Management reminds the occupant that smoke detectors are required under legislation to be fitted to all capital improvements within the park.

17.1. It is the responsibility of the occupant to ensure a suitable smoke detector/s are installed and maintained. It is further recommended that all occupants have a suitable fire extinguisher and fire blanket located at and appropriate point in their capital improvement.

18. Occupants are advised that this agreement entitles a parking facility for one vehicle only (one site, one vehicle).

- 18.1. Visitor's cars are not permitted in the Park (a visitor's car is defined as being any car in excess of the car occupying the rental site holders allocated car-parking point).
19. The supply of electricity from power heads, water from taps and connection to sullage/sewer points to the capital improvement is the responsibility of the occupant.
 - 19.1. This includes electrical cords and plumbing fittings.
 - 19.2. Park Management takes no responsibility for interruption to supply of power, water or sewer.
 - 19.3. Regardless of the situation, Park Management takes no responsibility whatsoever for the interruption to power or water supply. Such situations remain outside the control of Park Management.
20. Fairhaven Family Holiday Park is situated on land that is flood prone.
21. The occupant understands that this agreement ends on 31 August 2016. At the expiration of this agreement period Park Management has no obligation to renew this agreement.
22. Failure/refusal to sign a new agreement or refusal of Park Management to renew the agreement following the expiration of the original or any subsequent signed agreement will require the occupant to remove all property from their rental site/caravan park within 7 days of the expiration of this agreement.
23. Park Management reserves the right to declare goods (including the capital improvement and improvements) left within the bounds of the Park to be abandoned goods if 90-days has elapsed since:
 - 23.1. The date of this agreement ended; or
 - 23.2. The date of the last financial transaction with the occupant.
24. Where an occupant has failed to collect their capital improvement and pay all outstanding money, Park Management must take all reasonable steps to provide written notice to the occupant of their obligation to collect their capital improvement and other property and pay outstanding monies. If written notice from Park Management fails to resolve the situation:
 - 24.1. Park Management must take reasonable care of abandoned goods and dispose of abandoned goods that are of a perishable nature or are worthless or dangerous.
 - 24.2. At the discretion of Park Management, abandoned goods comprising of a capital improvement may be stored on site or relocated within the grounds of the park and a storage fee of \$ 50.00 per week will be levied.
25. Park Management may retain or sell abandoned goods on whatever terms it sees fit provided Park Management endeavours to obtain the best price; reasonably obtainable for the abandoned goods. Park Management may then retain the proceeds of the sale as its own, if no claim is made within 12 months.
26. The occupant may at anytime prior to the sale of the abandoned goods collect them provided that:
 - 26.1. The occupant pays to Park Management all outstanding site fees; and
 - 26.2. Any other charges due under this agreement including:
 - 26.2.1. Storage costs; and
 - 26.2.2. Reasonable costs incurred by the Park Management in moving, handing, or paying for the moving and handling of abandoned goods, giving notice to the occupant and organising the sale of abandoned goods.
27. An occupant may make a written claim to Park Management for the proceeds of a sale of abandoned goods at any period within 12 months from the day, which the abandoned goods were sold by Park Management.
 - 27.1. Park Management must then pay the occupant the net proceeds of the sale of the abandoned goods after deducting all outstanding site fees, storage fees and all other reasonable costs incurred by Park Management by moving, handling or paying for the moving and handling of abandoned goods, giving notice to the occupant and organising the sale of abandoned goods.
 - 27.2. If the net proceeds of the sale less site fees, storage fees and other reasonable cost incurred by Park Management results in a loss to Park Management it may take proceedings against the occupant to compensate for the loss.
28. Park Management reserves the right at anytime to give notice in writing to require and occupant to relocate their capital improvement and other improvement to an alternative site within the park within a specified period of time (not less than 60 days).

28.1. Park Management will reimburse the occupant for reasonable relocation costs *unless* the relocation is required at the direction of, or to comply with a policy of any competent authority in which case the cost of relocation must be borne by the occupant.

29. This agreement ends when:

- 29.1. The occupant sells the capital improvement.
- 29.2. If so agreed by the occupant and Park Management.
- 29.3. If it is properly terminated by the occupant or Park Management in accordance with this agreement.
- 29.4. If the occupant abandons the site (refer to point 12).
- 29.5. At the expiry of this agreement.
- 29.6. If the site or park is no longer fit for habitation.
- 29.7. If the capital improvement is no longer fit for habitation.

30. Park Management reserves the right to terminate this agreement immediately if the occupant or any person in the caravan park by virtue of invitation by the occupant:

- 30.1. Causes or allows damage to be caused to park property and/or to the property of any other occupant or threatens or injures any other person; or
- 30.2. Interrupts the quiet and peaceful enjoyment of other occupants or their visitors.
- 30.3. In this case the occupant and/or those occupying the site at the occupants invitation will be given notice to vacate the Park immediately.
- 30.4. The occupant will be then given 14 days to make arrangement for the removal of all property from the Park (this includes all capital improvements).
- 30.5. License to re-enter the Park will only be given for the express purpose of removing the capital improvement and any other property. Permission must be obtained from Park Management prior to re entering the Park.

31. Park Management may give the occupant Notice of Termination of this Annual Agreement if:

- 31.1. The occupant has received not more than 3 previous warnings regarding breaches of this agreement, the "rules of the park" or signage defining specific behavioural expectations within any 12 month period (the warnings transgress contract periods), or any other issues that adversely effect the smooth caravan park operations. A warning can be verbal or written.
- 31.2. The Occupant has used the site or permitted the use of the site for any illegal activity that violates any legislation.
- 31.3. Uses the site as a permanent residence or uses the site for a period of more than 40 consecutive days
- 31.4. Site fees are more than 7 days overdue.
- 31.5. In this case the occupant and/or those occupying the site at the occupants invitation, will be given notice to vacate the Park within 30 minutes
- 31.6. The occupant will be then given 14 days to make arrangement for the removal of all property from the Park (this includes all capital improvements).
- 31.7. Licence to re-enter the Park will only be given for the express purpose of removing their capital improvement and any other property. Permission must be obtained from Park Management prior to re entering the Park.

DEFINITION OF TERMS:

Occupant	refers to the person who enters into an agreement with Park Management for the purpose of obtaining occupancy rights to an annual site for the period specified in this agreement.
Park Management	relates to those person/s and/or employees of the Fairhaven Family Holiday Park (both now and in the future)
Nominated persons/additional nominated persons	are those <i>visitors</i> (refer to definition of <i>visitors</i>), nominated by the occupant land who have bare license to access to the Park without additional charges for the period of this agreement.
Visitors	are person's who pay a fee for an overnight stay (who have bare license access to the Park).
Day Visitors	are visitors who do not stay overnight but pay a fee to use the pool (and have bare license access to the Park).
Capital improvements	items that are placed above the ground such as a caravan, annexe, mobile home, gardens shed.
Improvements	includes ground level alterations to the rental site such as paving, garden areas.
Annual Site	a site that has been used by an occupant for a specific period set out in an annual agreement. The agreement expires on August 31 st of each year, no matter what date it commenced on.