

Form 16: Advice of Property Lease

This is not a legal document; it is required for West Corugan’s administrative purposes.

On the expiry of a Lease Contract, a new ‘Advice of Property Lease’ will need to be completed and returned to the West Corugan Office.

Nonpayment of Rates and Charges

1. During the term of any Lease the Lessor shall be primarily liable for the payment of all West Corugan Rates and Charges for the leased landholding regardless of any nomination made by the Lessor and Lessee under Item F, points 1 – 4 inclusive that the Lessee is the person responsible for payment.
2. West Corugan can recover all rates and charges from the Lessor even though it has not taken recovery action against the lessee as the nominated responsible person.
3. Under Clause 3.4 of WCPID RULES, West Corugan can discontinue supplying Water to the landholding for non-payment of rates and charges. The Lessee acknowledges and agrees that neither West Corugan nor the Lessor shall be liable for any loss or damage that the lessee may suffer due to the non-supply of water because the Lessee has not paid the rates and charges.
4. If the Lessor pays any rates and charges that the Lessee is the nominated person responsible for payment, then the Lessor can recover such amount paid from the Lessee in addition to all other rights and remedies that the Lessor can exercise under any Lease Agreement.

<u>Lessor – Owner of Property</u>	
Name/s of Lessor: _____	
Farm Number: _____	Ph: _____ Email: _____
Postal Address: _____ _____	
Property Address: _____ _____	
Signature/s of Lessor/s: _____ Date: _____	

<u>Lessee</u>	
Name/s of Lessee: _____	
Trading As: _____	
Ph: _____	Email: _____
Postal Address: _____ _____	
Signature/s of Lessee/s: _____ Date: _____	

Lease Details

Farm Number to be Leased: _____

Date Lease to Commence: _____

Date Lease to Expire: _____

Use of Water Entitlements

Is the Lessee authorised to access the Water Entitlements owned by the Lessor, on the property?

Yes/No? _____

If no, please provide details: _____

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Farm number: #	Nominate if the Lessor and/or Lessee is responsible/authorised for the actions.
Actions that the Lessor/ Lessee may undertake	(Name the person responsible for the action in the boxes below. Both the Lessor and Lessee can be responsible jointly for a single action)
A: Operational contact including channel repairs and maintenance and water quality concerns	
B: Ordering water – placing and changing orders	
C: Allocation Transfers (Temporary Water)	
D: Water Availability Enquiries	
E: Receive information about the property – landholding, entitlements, mapping	
F: Billing and accounts – payment, account balances, and statements	
1: Stock and Domestic	
2: Half Yearly Fees - Network Access Fee (DE) - Fixed Government Fee (WE)	
3: Water Usage	
4: Future Fund Levy - DE component - Water Usage ML component	

Lessor accepts the above responsibilities: Lessor to sign: _____ Date: _____

Lessee accepts the above responsibilities: Lessee to sign: _____ Date: _____