

OCCUPANCY AGREEMENT FOR DEPARTMENTAL HOUSES.

1. The premises numbered F.D. 1100 of Busselton Forest District may be occupied by T. Gillard so long as he shall be in the employment of the Forests Department as a Forest Workman at Busselton Division.
2. The amounts to be charged for the use of the premises shall be determined from time to time by the Conservator and shall be in accordance with the provisions of the Forestry Workers' Award and shall be paid to the Conservator when wages are payable as a deduction on the wages sheet.
3. The occupant agrees :
  - (a) To keep the premises including the drains and sanitary and water apparatus and all improvements, fixtures and addition thereto in good and tenantable repair and condition (fair wear and tear excepted as determined by the Conservator) throughout his occupancy and in such repair and condition (except as aforesaid) to yield up at the determination of tenancy.
  - (b) To comply with, observe, and perform all written instructions given by the Conservator to the occupant or any person on his behalf relating to :
    - (i) the use and care of the septic tank and soak wells or french drains installed on the premises.
    - (ii) the precautions to be taken in respect of the premises against white ant infestation.
4. The occupant shall :-
  - (a) Immediately upon any repairs or cleaning of any kind becoming necessary to the premises, fixtures, fittings or additions report such fact to the Conservator or his officers.
  - (b) Permit any authorised officer of the Conservator with or without workmen and others at all reasonable times during occupancy to enter upon and view the condition of the premises and forthwith (so far as the occupant is liable) execute all repairs and works required to be done by written notice given by the Conservator PROVIDED ALWAYS that if he shall not within 30 days after service of such notice commence and proceed diligently with the execution of the repairs and works mentioned in such notice it shall be lawful for any forest officer of the Conservator with or without workmen and others to enter upon the premises and execute such repairs or works and the cost thereof shall be a debt from the occupant to the Conservator and be forthwith recoverable by action.
5. The occupant shall keep the ground under the house and to a width of at least 8 feet, all parts immediately surrounding it, clear of all inflammable material such as dry grass and other plant growth, loose timber, paper accumulations and other rubbish. The gutters shall be kept free of leaves and debris and down pipes and tanks kept clean.
6. The occupant shall ensure that aerials erected for domestic radio sets shall be clear of other aerial lines by at least 30 feet and that the aerial lead connecting the aerial to the radio set shall enter the premises via an approved tubular insulator and be connected to an aerial lightning arrester.
7. Where the reticulated water is supplied by the Forests Department, employees shall comply with any instruction of the Conservator or his officers regarding its use or restriction of use.

8. The occupant shall not create any nuisance nor do or suffer to be done anything that may prejudice any insurance of the said premises or part thereof.

9. The occupant shall use the premises as a private dwelling house only, unless otherwise authorised in writing by the Conservator.

10. The occupant shall not permit or suffer any part of the premises to be used for any illegal purpose or to be so used as to cause annoyance or inconvenience to the occupiers of adjacent or neighbouring buildings.

11. The occupant shall comply with the provisions of the Bush Fires Act and Forests Act with respect to ~~lighting of fires on or near the~~ premises.

12.(a) At the termination of his employment or of his right to occupy the premises, the occupant shall peaceably and quietly quit the premises leaving the same and all fixtures, fittings and other additions thereto, whether such additions were made by the Conservator or by the employee, in good order and conditions, fair and reasonable wear and tear as determined by the Conservator excepted.

(b) Upon vacating the premises the occupant shall to the satisfaction of the Conservator :-

- (i) Remove from the premises all rubbish, refuse, litter and discarded articles and material;
- (ii) Leave the premises in a clean, tidy and immediately habitable condition.

~~(c) If the employee fails to comply with any of sub-paragraphs (a) and (b) hereof, the Conservator may himself or by his servants or agents put the premises in good order and condition, remove any rubbish, refuse, litter or discarded articles or materials and put the premises in a clean, tidy and immediately habitable condition, and may in any court of competent jurisdiction recover from the occupant the cost of so doing.~~

13. The occupant shall not be deemed to be a tenant and shall have no estate in the premises. The Conservator may require the occupant to vacate the premises at any time permanently or temporarily.

I have carefully perused the foregoing conditions of occupancy and undertake that I will conscientiously carry out and observe the same.

Occupant's Signature .....

Witness .....

Date .....